TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
August 9, 2016, 7:30 P.M.

- Salute to the Flag
- Invocation
- Notice of Compliance with Open Public Meetings Act
- Roll Call:

Council Members
____ Gabel
____ Lyden
__ Golinski, Council President

____ Witte
____ Fitzpatrick

____ Kuser
____ Murphy

In Attendance
____ Mayor Andes
____ Township Attorney Jansen

____ Administrator Ward
____ Other:

PRESENTATIONS / CEREMONIAL MATTERS
(Presentations are coordinated in advance with the Council President and are limited to thirty (30) minutes or less)

USA Women's National Kabaddi Team
Juliet Payseur, Team Manager
Eileen Shemon, Team Member

- Council Liaison/Committee Reports
- Mayor's Report
- Administrator's Report
- Correspondence

Public Portion (Please limit comments to a maximum of three (3) minutes)

Matters of Old/New Business
Public Comment on Morris County Open Space and Farmland Preservation Trust Fund Grant Applications

ORDINANCES FOR ADOPTION

08-16: An Ordinance Authorizing the Lease of Block 20203, Lot 13 to the Denville Historical Society

09-16: An Ordinance to Amend Chapter II-A, Fees, Rates and Charges, Chapter II, Administration, Section 2-18, Department of Public Safety, Chapter V, Animal Control, and Chapter 22, Parks and
CONSENT AGENDA:

RESOLUTIONS

R-16-181: Resolution Authorizing Refund of Recreation Department Fees

R-16-182: Resolution Authorizing Execution of an Agreement with the Morris County Cooperative Pricing Council to Renew Membership Therein for the Period of October 1, 2016 through September 30, 2021

R-16-183: Resolution Authorizing Raffle Licenses in the Township of Denville

R-16-184: Resolution Authorizing Reinstatement of the Original Sewer Assessment Installment Plan for Certain Properties in the Township of Denville

R-16-185: Resolution Authorizing Refunds of Building Permit Fees

R-16-186: Resolution for Renewal of Membership in the Morris County Municipal Joint Insurance Fund

R-16-187: Resolution Extending Advice and Consent of the Township of Denville Municipal Council to a Mayoral Appointment to the Township Planning Board

R-16-188: Resolution Authorizing the Cancellation of Stale Dated Checks

R-16-189: Resolution to Enter a Shared Services Agreement for Local Health Services
NON-CONSENT AGENDA:

R-16-190: Resolution Authorizing Application for the 2016 Morris County Trail Construction Grant

R-16-191: Resolution Refunding Utility Overpayment in the Amount of $5,317.00

R-16-192: Resolution Refunding Utility Overpayment in the Amount of $4,575.00

R-16-193: Resolution Authorizing the Award of Contract for the Purchase of a Zetron 4000 Series Console System in Accordance with State Contracts A83924 and A23931

R-16-194: Resolution Authorizing the Award of Contract for the Purchase of a Double Drum Vibratory Roller

R-16-195: Resolution Authorizing the Award of Contract for General Contracting Services

R-16-196: Resolution Authorizing the Award of Contract for the Purchase of a Jet/Vacuum Sewer Cleaner

R-16-197: Resolution Authorizing the Award of Contract for the Purchase of Two Department of Public Works Trucks

R-16-198: Resolution Authorizing the Execution of a Duplicate Quitclaim Deed

R-16-199: Resolution Authorizing Issuance of a Social Affair Permit by the State of New Jersey Division of Alcoholic Beverage Control

MINUTES FOR ADOPTION

- June 28, 2016
- July 12, 2016

MOTION TO ADJOURN
ORDINANCE NO. 08-16

BE IT RESOLVED that an Ordinance entitled:

An Ordinance Authorizing the Lease of Block 20203, Lot 13 to the Denville Historical Society

Be Read by Title on Second Reading and a Hearing Held Thereon:

COUNCIL PRESIDENT: MOTION TO READ BY TITLE
ROLL CALL
OPEN PUBLIC HEARING
CLOSE PUBLIC HEARING

BE IT RESOLVED that an Ordinance entitled:

An Ordinance Authorizing the Lease of Block 20203, Lot 13 to the Denville Historical Society

Be passed on Final Reading and that a Notice of Final Passage be published in the 08/17/2016 edition of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

Dated: 08/09/2016
ORDINANCE NO. 08-16

ORDINANCE AUTHORIZING THE LEASE OF BLOCK 20203, LOT 13 TO THE DENVILLE HISTORICAL SOCIETY

WHEREAS, the Township of Denville is the owner of certain lands within the Township of Denville known as Block 20203, Lot 13, located at 501 Openaki Road; and

WHEREAS, the Historical Society has requested that the Township enter into a lease with the Historical Society; and

WHEREAS, said parcel shall be used only for Historical Society purposes and if the lands so leased shall cease to be used for such purposes the lease shall be terminated; and

WHEREAS, N.J.S.A. 40A:12-15.g authorizes a lease for a public purpose on land not needed for municipal purposes by a municipality to any duly incorporated historical society for civic or historic programs or activities for a term not to exceed 50 years plus a 25 year renewal term; and

WHEREAS, the Municipal Council of the Township of Denville does hereby determine that the land in question is not needed for municipal purposes; and

WHEREAS, the parties have agreed upon the terms of a Lease for a duration of fifty (50) years with a right to extend for another twenty (20) years for nominal consideration.

NOW, THEREFORE, BE IT ORDAINED, by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, as follows:

SECTION 1. The Municipal Council hereby authorizes the Mayor and the Township Clerk to execute any and all documents necessary to lease Block 20203, Lot 13 to the Denville Historical Society for nominal consideration for a term of fifty (50) years with the right to renew the Lease for an additional twenty (20) year term pursuant to N.J.S.A. 40A:12-15.g. for civic or historic programs and activities, which activities benefit the population of the Township of Denville as well as the County of Morris and State of New Jersey.
SECTION 2. The Township Administrator is hereby designated as the officer or employee of the Township authorized to enforce the terms and conditions of the Lease.

SECTION 3. The Historical Society shall be required, in accordance with N.J.S.A. 40A:12-14(c), to annually submit a report to the Municipal Council, setting out the use to which the leased premises was put during the previous year, the activities of the lessee undertaken in furtherance of the activities of the Historical Society in preserving the history of the Township of Denville; the approximate value or cost, if any, of such activities in furtherance of such purpose; and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and federal law.

SECTION 4. A copy of the Lease is on file in the office of the Township Clerk.

SECTION 5. This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

ATTEST:                     APPROVED:

Kathryn Bowditch-Leon, RMC Mayor Thomas W. Andes
Municipal Clerk            Township of Denville

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Municipal Council of the Township of Denville at its meeting held on ____________, 2016

Kathryn Bowditch-Leon, RMC
Municipal Clerk
LEASE AGREEMENT BETWEEN
THE TOWNSHIP OF DENVILLE, MORRIS COUNTY
AND THE
DENVILLE HISTORICAL SOCIETY

THIS LEASE AGREEMENT, made this day of ____________, 2016, by and between:

THE TOWNSHIP OF DENVILLE, a municipal corporation of the State of New Jersey, with offices at 1 St. Mary’s Place, Denville, New Jersey 07834

(Hereinafter, “Township”)

and

DENVILLE HISTORICAL SOCIETY, a charitable corporation organized under the laws of the State of New Jersey having a mailing address of, P.O. Box 466, and having offices at 113 Diamond Spring Road, Denville, New Jersey 07834

(Hereinafter, “Historical Society”)

WITNESSETH:

WHEREAS, the Historical Society desires to enter into a lease agreement with the Township, for nominal consideration, for the use of the premises located at 501 Openaki Road, Block 20203, Lot 13 (hereinafter the “Property”), for civic and historic programs and activities in accordance with the provisions of N.J.S.A. 40A: 12-14(b), (c) and 12-15(g); and

WHEREAS, the activities of the Historical Society benefit the population of the Township of Denville as well as the County of Morris by preserving the history of the Township and providing educational opportunities for the public; and

WHEREAS, the Historical Society desires to lease the Property subject to the conditions set forth in this Lease Agreement.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, covenants and representations herein contained, the parties hereto hereby agree as follows:
I. TOWNSHIP WARRANTIES AND OBLIGATIONS. The Township covenants and warrants to the Historical Society:

A. The Township is the owner of the Property.

B. The Township has introduced an ordinance to authorize the execution and delivery of this Lease Agreement, and this Lease Agreement is subject to the adoption of said ordinance.

C. The Property is properly zoned for the uses contemplated.

D. The terms of this Lease shall be enforced by the Township Administrator.

E. The Township agrees to sign historic preservation grant applications prepared by the Historical Society as the owner of the Property.

II. LEASE OF THE PROPERTY.

A. Demise. The Township hereby leases to the Historical Society and the Historical Society hereby takes and leases from the Township for the sum of one dollar ($1.00) and other good and valuable consideration for the full term hereof, and, if exercised by the Historical Society, the twenty (20) year extension period that is granted below, the receipt and the sufficiency of which are hereby acknowledged, the Property, situate in the Township of Denville, in the County of Morris, New Jersey.

B. Term. The term of this Lease Agreement shall be for fifty (50) years which term shall begin on the date that this Agreement is executed by both parties.

C. Extension. The term of this Lease Agreement, at the expiration of the term as set forth above, may be extended upon the same terms and conditions as herein contained for an additional twenty (20) years at the option of and upon the written request of the Historical Society issued not later than ninety (90) days prior to the expiration of the initial fifty (50) year term of this Lease Agreement and upon the adoption of an ordinance or resolution, as appropriate, authorizing such extension by the Municipal Council of the Township of Denville.

D. Utilities. The Township shall pay for all utilities for the Property during the term of this Lease Agreement.
E. **Taxes and Assessments.** The land on which the Property is located is exempt from real property taxes.

III. **USE**

A. **Permitted Use.** The Historical Society may use the Property, including the exterior of the Property, for meetings, historic displays and other civic or historic programs and activities in furtherance of the goals of the Historical Society.

B. **Quiet Use and Enjoyment.** Subject to the terms of this Lease, the Township hereby covenants to provide the Historical Society during the term of this Lease with quiet use and enjoyment of the Property, and the Historical Society during such term shall have, shall hold and shall enjoy the Property peaceably and quietly, without suit, trouble or hindrance from the Township, except that the Township and Historical Society agree to assist each other and may agree, by amendment to this Lease, to reciprocal use of the Property.

C. **Non-Exclusive Use.** The Historical Society’s use of the Property shall be non-exclusive and the Township retains the right, on notice to the Historical Society, to use the Property for Township meetings, events and other purposes. The Township shall provide the Historical Society with 7 calendar days’ notice of its intent to use the Property and shall have the right to the use of the Property at the designated time, unless the Historical Society has already scheduled an event or meeting for that date and time.

D. **Parking.** Parking at the Property shall be limited to vehicles whose occupants are attending events at either the Property or at 502 Openaki Road.

IV. **HISTORICAL SOCIETY’S RESPONSIBILITIES.**

A. **Maintenance.** 1. During the period of renovation referenced in paragraph B, below, the Historical Society shall, at its sole cost and expense, perform all routine maintenance of the Property during the term of the lease. During this period, the Township shall be under no duty, generally or specifically, to repair or maintain any portion of the Property and the Township shall have no obligation with respect to any portion of the Property, appliances, appurtenances, equipment, and the like as to repair, replacement, exterior or interior, ordinary or
extraordinary, structural or non-structural, it being understood and agreed that all of the above shall be solely and exclusively within the jurisdiction and obligation of the Historical Society. The Township shall perform an annual inspection of the Property to assure that all routine maintenance is being satisfactorily performed.

2. After the completion, and acceptance by the Township, of the renovations referenced in paragraph B. below, the Historical Society shall be responsible for maintenance of the interior of the Property only, including painting and cleaning and maintenance of Historical Society property. The Township will be responsible for all other interior and exterior maintenance, including cleaning of the bathrooms and floors not less than twice per month. The Township's responsibilities include the maintenance and plowing of the parking lot, landscaping and lawn maintenance.

B. Improvements.

1. All structural alterations, improvements or capital improvements shall be made to the Property by the Historical Society only with the prior written consent of the Township, which consent shall not be unreasonably withheld. The Historical Society agrees, at its own cost and expense, to renovate the building in accordance with current uniform construction code requirements, including, but not limited to, the following improvements/repairs/remediation:

   Mold remediation
   Asbestos abatement
   ADA accessibility modifications

2. Renovations must be commenced within twelve (12) months of the signing of this lease and be completed within ten (10) years from the date of this Lease. The Township reserves the right to terminate this Lease Agreement, in accordance with the terms of Article VII of this Lease, in the event that the Historical Society does not make good faith and consistent progress on the completion of the renovations or in the event that the renovations are not completed within the ten (10) year timeframe set forth herein.
3. All improvements constructed on or in the Property shall become the property of the Township.

C. Annual Report. The Historical Society shall, in accordance with N.J.S.A. 40A:12-14(c), annually submit a report to the Municipal Council on or before January 31 of each year of the term, setting out the use to which the Property was put during the previous year, the activities of the lessee undertaken in furtherance of the activities of the Historical Society in preserving the history of the Township of Denville; the approximate value or cost, if any, of such activities in furtherance of such purpose; and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and federal law.

V. HISTORICAL SOCIETY’S COVENANTS.

A. Historical Society’s Covenants and Representations.

1. The Historical Society has the authority to enter into, to execute and to deliver this Agreement, and to perform all of its obligations thereunder, and has duly authorized the executions and the delivery of this Agreement.

2. The Historical Society is in compliance and will remain in compliance with all applicable laws, orders, rules and regulations.

3. The Historical Society has no interest in the real property on which the Property is located and is without power and shall not sell, lease, sublease or otherwise transfer the Property or any part thereof, without the written consent of the Township.

4. The Historical Society shall on the last day of the term, or upon the sooner termination of the term, peaceably and quietly surrender the Property to the Township, broom-clean, including all alterations, replacements, changes or additions placed by the Historical Society thereon, in as good condition and repair as at the time when any new structures, replacements, additions, or improvements constructed, erected, added or placed thereon by the Historical Society shall have been completed, subject, however, to normal and customary wear and tear.
5. Historical Society's obligation to comply with applicable laws: The Historical Society at its sole cost and expense shall comply with all laws, orders, and regulations of Federal, State and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon the Township or the Historical Society with respect to the Property. The Historical Society at its sole expense shall obtain all licenses or permits which shall be required for the conduct of its business within the terms of this Lease Agreement or for the making or repairs, alterations, improvements, or additions to the Property and when necessary, the Township will join the Historical Society in applying for all such permits or licenses.

B. Grant Applications. The Historical Society shall, at its own cost and expense, research and apply for historic preservation grants to obtain funds for use in renovation the Property.

VI. INSURANCE.

A. The Township agrees to continue to maintain hazard and liability insurance on the Property.

B. The Historical Society agrees that any entity, group or organization using the building that is not covered under the Township's liability insurance coverage shall comply with the Township of Denville Building and Facility Use Policy ("Policy") and submit a Denville Township Facility Request Acknowledgment and Hold Harmless Agreement at least fifteen (15) days prior to the use, together with the Certificate of Insurance required by the Policy.

C. During the term of the lease, the Historical Society assumes all risk with regard to the contents of the Property and agrees to hold the Township harmless for any and all liability for any damage to personal property of the Historical Society used in connection with the Historical Society's occupancy of the Property.

VII. TERMINATION. If the Historical Society defaults in the performance of any of the covenants or conditions of this agreement, the Township may give the Historical Society notice of such a default, and if the Historical Society does not cure any default within sixty (60)
days, after the giving of notice (or if the default is of such a nature that it cannot be completely
cured within that period, if Historical Society does not commence the curing within sixty (60) days
and thereafter proceed with reasonable diligence and in good faith to cure the default), then the
Township may terminate this lease on not less than sixty (60) days' notice to Historical Society.
On the date specified in the notice the term of this lease shall terminate and Historical Society
shall then quit and surrender the Premises to Township. If this lease shall have been so
terminated by the Township, the Township may at any subsequent time resume possession of
the Premises by any lawful means and remove the Historical Society or other occupants and their
effects.

VIII. MISCELLANEOUS.

A. Modifications.

No modifications, changes or amendments to this agreement shall be valid or
enforceable unless same are in writing and approved by both parties.

B. Waivers. The Lease or any provision thereof will not be deemed
waived unless the waiver is in writing and signed by the party against whom enforcement is
sought. Every right and remedy of the Historical Society shall be cumulative and in addition to
every other right or remedy provided for in this lease, or now or later existing at law, in equity, by
statute or otherwise.

C. Definitions. All capitalized terms not otherwise defined in this Lease
Agreement shall have the meanings ascribed thereto herein.

D. Severability. If any term or provision of this Lease Agreement or the
application thereof to any person or circumstances shall be invalid or unenforceable to any extent,
the remainder of this Lease Agreement or the application of such term or provision to persons or
to circumstances, other than those as to which it is invalid or unenforceable, shall not be affected
thereby, and each term and provision of this Lease Agreement shall be valid and enforceable to
the fullest extent permitted by law.
E. Notices and Demands. Any notice, demand or other communication under this Lease Agreement by either party to the other shall be sufficiently given or delivered if dispatched by registered or certified mail, postage prepaid and return receipt requested or delivered personally and, in the case of the Township, addressed to the Township Administrator, Township of Denville, 1 St. Mary’s Place, Denville, New Jersey 07834 and in the case of the Historical Society, addressed to P. O. Box 466, Denville, NJ 07834, or at such other address with respect to which any party, from time to time, may designate in writing and may forward to the other as provided in this Section.

F. Entire Agreement. This lease contains the entire agreement between the parties and any agreement made after execution of this lease between the parties shall be ineffective to change, modify, waive or release, discharge, terminate or affect a surrender or abandonment of the lease, in whole or in part, unless that agreement is in writing and signed by each party against whom enforcement is sought.

G. Estoppel Certificate. The Historical Society shall have the right to request that the Township provide an estoppel certificate, without charge, at any time as requested by the Historical Society and to any party or person specified by the Historical Society, which states that the lease is unmodified and in full force and effect, that if there have been modifications to the lease, that they are in full force and effect as modified specifying the nature of each modification. Such estoppel certificate shall, if requested, state whether or not the lease is in default or there has been any default in the performance or observation of any covenant, agreement, condition, term or provision contained in the lease, and if so, specify the nature of such default that the certifying party has knowledge of. The estoppel certificate should include any other information with respect to the lease and the Property that the requesting party may reasonably request.

H. Binding Effect. This Lease Agreement shall inure to the benefit of and shall be binding upon the Historical Society and the Township and their respective successors and
assigns. However, no assignment of this Lease Agreement shall be effective without prior written consent of the Township.

I. **Counterparts.** This Lease Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

J. **Applicable Law.** This Lease Agreement shall be interpreted and enforced in accordance with the laws of the State of New Jersey.

**IN WITNESS WHEREOF,** the said parties hereto have executed this Agreement as of the day and year first above written and have, by resolution, authorized the execution by their duly authorized officers and their corporate seals to be affixed.

**ATTEST:**

Kathryn Bowditch-Leon, Township Clerk

By ____________________________

Thomas W. Andes, Mayor

**TOWNSHIP OF DENVILLE**

**ATTEST:**

By ____________________________

**DENVILLE HISTORICAL SOCIETY**

By ____________________________

Secretary

President
STATE OF NEW JERSEY:
    SS:
COUNTY OF MORRIS:

I CERTIFY that on , 2016, KATHRYN BOWDITCH-LEON personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Acting Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Council; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this day of , 2016.

Kathryn Bowditch-Leon, Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on , 2016, personally came before me and acknowledged under oath, to my satisfaction, that:

(a) this person is the secretary of DENVILLE HISTORICAL SOCIETY, the entity named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper officer who is , the President of the organization; (c) this document was signed and delivered by the organization as its voluntary act duly authorized by its board; (d) this person knows the proper seal of the Historical Society which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and subscribed to before me this day of , 2016.

(Notary sign, seal, stamp)
BE IT RESOLVED that an Ordinance entitled:

An Ordinance to Amend Chapter II-A, Fees, Rates and Charges, Chapter II, Administration, Section 2-18, Department of Public Safety, Chapter V, Animal Control, and Chapter 22, Parks and Recreation Areas of the General Ordinances of the Township of Denville

Be passed on Final Reading and that a Notice of Final Passage be published in the 08/17/2016 edition of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

Dated: 08/09/2016
ORDINANCE NO. 09-16

AN ORDINANCE TO AMEND CHAPTER II-A, FEES, RATES AND CHARGES, CHAPTER II, ADMINISTRATION, SECTION 2-18, DEPARTMENT OF PUBLIC SAFETY, CHAPTER V, ANIMAL CONTROL, AND CHAPTER 22, PARKS AND RECREATION AREAS OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF DENVILLE

BE IT ORDAINED, by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, as follows:

SECTION 1. Chapter II-A, Fees, Rates and Charges, of the General Ordinances of the Township of Denville, is hereby amended in the following particulars only:

a. Section 2A-2, General Township Fees, is hereby amended and supplemented to add the following fee:

"Security Deposit for Use of the Community Room at the Municipal Building: less than 50 persons - no deposit required; 51-200 persons - $250.00; over 200 persons - $500.00. Security Deposits are returned after the conclusion of the event, less any amount required to be expended to clean-up or restore the field or facility."

b. Section 2A-5, Animal Control, is hereby amended to repeal the following fee: Pet/animal supply establishment - $10.00.

c. Section 2A-13, Police Department, is hereby amended and supplemented by the addition of the following fee: "Application fee - $75.00"

d. Section 2A-15, Recreation, is hereby amended and supplemented in its entirety to read as follows:
### a. Picnic Pavilion Usage Fees (other than James Dyer Park)

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<thead>
<tr>
<th>Type</th>
<th>Fee</th>
<th>Security Deposit:</th>
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</thead>
<tbody>
<tr>
<td>Resident</td>
<td>$50.00</td>
<td>less than 50 persons no deposit required; 51-200 persons $250.00; over 200 persons $500.00**</td>
</tr>
<tr>
<td>Non-Resident</td>
<td>$100.00</td>
<td>less than 50 persons no deposit required; 51-200 persons $250.00; over 200 persons $500.00**</td>
</tr>
<tr>
<td>Commercial</td>
<td>$150.00</td>
<td>Security Deposit $500.00**</td>
</tr>
<tr>
<td>Non-Resident Commercial</td>
<td>$300.00</td>
<td>Security Deposit $500.00**</td>
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### b. Athletic Field/Court Use Fees

<table>
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<tr>
<th>Type</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Resident Athletic Field</td>
<td>$50.00 2 hour block, lights extra</td>
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<tr>
<td>Non-Resident Athletic Field</td>
<td>$100.00 2 hour block, lights extra</td>
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<tr>
<td>Commercial Athletic Field</td>
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<tr>
<td>Resident Turf Field</td>
<td>$125.00 2 hour block, lights extra</td>
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<td>Non-Resident Turf Field</td>
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<td>Commercial Turf Field</td>
<td>$500.00 2 hour block, lights extra</td>
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<tr>
<td>Resident Tennis</td>
<td>$50.00 2 hour block, lights extra</td>
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<tr>
<td>Non-Resident Tennis</td>
<td>$100.00 2 hour block, lights extra</td>
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<tr>
<td>Commercial Tennis</td>
<td>$200.00 2 hour block, lights extra</td>
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<tr>
<td>Resident Volleyball</td>
<td>$25.00 2 hour block</td>
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<tr>
<td>Non-Resident Volleyball</td>
<td>$35.00 2 hour block</td>
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<tr>
<td>Commercial Volleyball</td>
<td>$50.00 2 hour block</td>
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Field Usage Security Deposit (per field) $250.00**

### c. Athletic Field Light Fees

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<tr>
<td>Non-Resident Athletic Field # 1, 2, 3, 8</td>
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<tr>
<td>Commercial Athletic Field # 1, 2, 3, 8</td>
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<table>
<thead>
<tr>
<th>Type</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Resident Athletic Field #4 &amp; 9</td>
<td>$50.00 per hour</td>
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<tr>
<td>Non-Resident Athletic Field #4 &amp; 9</td>
<td>$75.00 per hour</td>
</tr>
<tr>
<td>Commercial Athletic Field #4 &amp; 9</td>
<td>$95.00 per hour</td>
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<table>
<thead>
<tr>
<th>Type</th>
<th>Fee</th>
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</thead>
<tbody>
<tr>
<td>Resident Soccer Field</td>
<td>$40.00 per hour</td>
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<tr>
<td>Non-Resident Soccer Field</td>
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<tr>
<td>Commercial Soccer Field</td>
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<table>
<thead>
<tr>
<th>Type</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Resident Football Field</td>
<td>$40.00 per hour</td>
</tr>
<tr>
<td>Non-Resident Football Field</td>
<td>$80.00 per hour</td>
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<tr>
<td>Commercial Football Field</td>
<td>$95.00 per hour</td>
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<table>
<thead>
<tr>
<th>Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident Tennis</td>
<td>$10.00 per hour</td>
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### 1. Fishing Fees

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<tr>
<th>Category</th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident Fishing Badge</td>
<td>$10 each</td>
<td>$20.00 each</td>
</tr>
<tr>
<td>Non-Resident Fishing Badge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Children under age 7</td>
<td></td>
<td>No Charge</td>
</tr>
</tbody>
</table>

### 2. Membership Fees

<table>
<thead>
<tr>
<th>Category</th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Season Membership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Family of 3 or more</td>
<td>$330.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>Couple or Single parent &amp; 1 child</td>
<td>$255.00</td>
<td>$315.00</td>
</tr>
<tr>
<td>Senior Couple, 62 or older</td>
<td>$100.00</td>
<td>$155.00</td>
</tr>
<tr>
<td>Senior Single, 62 or older</td>
<td>$60.00</td>
<td>$90.00</td>
</tr>
<tr>
<td>Adult Single, 18 to 61</td>
<td>$225.00</td>
<td>$270.00</td>
</tr>
<tr>
<td>Daily Guest Pass (*must be with a member)</td>
<td>$7.00</td>
<td>$7.00</td>
</tr>
<tr>
<td>Discount Guest Pass booklets-10 passes*</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Lost Badge Fee</td>
<td>$5.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>Membership issued after 7/31</td>
<td>50% of fee</td>
<td>50% of fee</td>
</tr>
</tbody>
</table>

(b) Weekend Season Membership

<table>
<thead>
<tr>
<th>Category</th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family of 3 or more</td>
<td>$260.00</td>
<td>$320.00</td>
</tr>
<tr>
<td>Couple or Single parent &amp; 1 child</td>
<td>$215.00</td>
<td>$255.00</td>
</tr>
<tr>
<td>Senior Couple, 62 or older</td>
<td>$70.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Senior Single, 62 or older</td>
<td>$40.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>Adult Single, 18 to 61</td>
<td>$195.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>Daily Guest Pass (*must be with a member)</td>
<td>$7.00</td>
<td>$7.00</td>
</tr>
<tr>
<td>Discount Guest Pass booklets-10 passes*</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Lost Badge Fee</td>
<td>$5.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>Membership issued after 7/31</td>
<td>50% of fee</td>
<td>50% of fee</td>
</tr>
</tbody>
</table>

(c) One-Week Membership

<table>
<thead>
<tr>
<th>Category</th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family or Single (Monday – Sunday)</td>
<td>$50.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>1 time limit per family per year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(d) Nanny/Babysitter

<table>
<thead>
<tr>
<th>Category</th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 per family</td>
<td>$50.00</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

### d. James F. Dyer Park at Cook's Pond Fees

- **Non-Resident Tennis**: $60.00 per game, not to exceed 3 hours, plus $10.00/hr or each fraction thereof
- **Commercial Tennis**: $60.00 per game, not to exceed 3 hours, plus $10.00/hr or each fraction thereof
3. **Swimming Lessons**

<table>
<thead>
<tr>
<th>Description</th>
<th>Member Rate</th>
<th>Non-Member Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swim Lessons, Early Bird (6/1/2016)</td>
<td>$40</td>
<td>$80</td>
</tr>
<tr>
<td>Additional $75</td>
<td>$35</td>
<td></td>
</tr>
<tr>
<td>Swim Lessons, Regular (6/12-6/21)</td>
<td>$45</td>
<td>$85</td>
</tr>
<tr>
<td>Additional $80</td>
<td>$40</td>
<td></td>
</tr>
<tr>
<td>Swim Lessons, Late (6/22/2016 on)</td>
<td>$45.00</td>
<td>$90.00</td>
</tr>
</tbody>
</table>

4. **Picnic Pavilion**

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Members: 10-50 people</td>
<td>$250.00*</td>
</tr>
<tr>
<td>Members: Up to 9</td>
<td>$7 guest badge</td>
</tr>
<tr>
<td>Non-Members: 10-50 people</td>
<td>$350.00*</td>
</tr>
<tr>
<td>*Includes 2 lifeguards @ $20 each for 5 hours</td>
<td></td>
</tr>
<tr>
<td>Off Season Rental</td>
<td>$100.00 per hour</td>
</tr>
</tbody>
</table>

A weekend season swim membership may be used only on Saturdays, Sundays and on those Mondays following a holiday weekend (Memorial Day, July 4th, if applicable, Labor Day). Weekend season swim members may purchase guest passes to be used by any guest on any weekend day as described above. Weekend season swim members may also purchase guest passes for themselves only on any weekday, Monday through Friday, inclusive. Weekend season swim members may not bring any additional guest to the facility on weekdays.

For purposes of this section, 'Family' shall mean all individuals living together as a single housekeeping unit. A babysitter or domestic employee may use an adult family member’s badge when accompanying children under the age of 14, provided that his/her name is on file with the Director.

Except for Security Deposits, all fees shall be nonrefundable. No portion of any fee shall be refunded for suspension or revocation of membership privileges due to breach of the rules and regulations established in Chapter 22, Parks and Recreation Areas.

e. **Tennis Badge Fees**

<table>
<thead>
<tr>
<th>Description</th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Tennis Badge</td>
<td>$8.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>Family of 4</td>
<td>$20.00</td>
<td>$40.00</td>
</tr>
<tr>
<td>Each additional family member</td>
<td>$5.00</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

**Security Deposits are returned after the conclusion of the event, less any amount required to be expended to clean-up or restore the field or facility.”**
SECTION 2. Chapter II, Administration, Section 2-18, Department of Public Safety, subsection 2-18.3A, Requirements, is hereby amended and supplemented by the addition of paragraph d. to read as follows:

"d. A non-refundable application fee, as set forth in Chapter 2A, shall be paid by each applicant for the position of police officer with the Township."

SECTION 3. Chapter V, Animal Control, Section 5-1, Definitions, paragraph k. Pet Shop, item 1. Pet/animal supply establishment" is hereby repealed.

SECTION 4. Chapter XXII, Parks and Recreation, Section 22-6.2. paragraph a., is hereby amended to read as follows:

"a. Use of an athletic field that results in a gathering of 25 or more people, including but not limited to participants, spectators and officials, shall require the express written consent of the Director of Parks and Recreation. Each group will be required to fill out a facility usage request, and provide the necessary liability insurance certificate and a security deposit as set forth in Section 2A-15.b. at least one business day prior to the scheduled event. The security deposit will be returned at the conclusion of the event, less any amount required to be expended to clean-up or restore the field."

SECTION 4. All Ordinances of the Township of Denville which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

 SECTION 5. If any section, subsection, sentence, clause of phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.
SECTION 6. This Ordinance shall take effect immediately upon final passage, approval and publication as required by law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST: 

Kathryn Bowditch-Leon, RMC Municipal Clerk

APPROVED:

Mayor Thomas W. Andes Township of Denville

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Municipal Council of the Township of Denville at its meeting held on ____________, 2016

Kathryn Bowditch-Leon, RMC Municipal Clerk
ORDINANCE NO. 10-16

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey to Regulate Parking on Orchard Street

Be Read by Title on Second Reading and a Hearing Held Thereon:

COUNCIL PRESIDENT: MOTION TO READ BY TITLE
ROLL CALL
OPEN PUBLIC HEARING
CLOSE PUBLIC HEARING

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey to Regulate Parking on Orchard Street

Be passed on Final Reading and that a Notice of Final Passage be published in the 08/17/2016 edition of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

Dated: 08/09/2016
ORDINANCE NO. 10-16

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, AND STATE OF NEW JERSEY TO REGULATE PARKING ON ORCHARD STREET

BE IT ORDAINED, by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, as follows:

SECTION 1. Chapter 7, Traffic, Section 7-3.3, Parking Prohibited at all times on certain streets, Schedule I, No Parking, I-1, No Parking, Orchard Street only, is hereby amended to read as follows:

<table>
<thead>
<tr>
<th>&quot;Name of Street&quot;</th>
<th>Side</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orchard Street</td>
<td>North</td>
<td>Entire length</td>
</tr>
</tbody>
</table>

SECTION 2. Appropriate signs shall be erected and maintained as required by the NJ Department of Transportation.

SECTION 3. All ordinances of the Township of Denville that are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

SECTION 5. This Ordinance shall take effect as required by law, upon the posting of appropriate signs.

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Municipal Council of the Township of Denville at its meeting held on , 2016.

Kathryn Bowditch-Leon, RMC
Municipal Clerk
BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey to Amend Chapter 19, Land Use, Article 5, Zone Regulations, Regarding Flood Hazard Areas

Be Introduced and Read by Title on First Reading:

COUNCIL PRESIDENT: MOTION TO INTRODUCE
DISCUSSION ON ORDINANCE
ROLL CALL ON INTRODUCTION

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey to Amend Chapter 19, Land Use, Article 5, Zone Regulations, Regarding Flood Hazard Areas

Be Passed on First Reading

BE IT FURTHER RESOLVED that said ordinance shall be considered for final passage at a meeting of the Municipal Council of the Township of Denville on 09-06-2016 at 7:30 p.m. in the evening, prevailing time, at the municipal building in said Township of Denville at which time and place all persons interested shall be given an opportunity to be heard concerning said ordinance.

BE IT FURTHER RESOLVED that the Municipal Clerk be authorized and directed to advertise this ordinance in The Citizen newspaper according to law.

COUNCIL PRESIDENT: MOTION TO PASS ON FIRST READING
ROLL CALL

Dated: 08-09-2016
ORDINANCE NO. 11-16

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, AND STATE OF NEW JERSEY TO AMEND CHAPTER 19, LAND USE, ARTICLE 5, ZONE REGULATIONS, REGARDING FLOOD HAZARD AREAS

SECTION 1. Chapter 19, Land Use, Article 5, Zone Regulations, Section 19-5.724, Flood hazard areas, subsection b., Definitions, is hereby amended and supplemented in the following particulars only:

a. The definitions of Start of Construction and Substantial improvement, are hereby amended to read as follows:

"START OF CONSTRUCTION (FOR OTHER THAN NEW CONSTRUCTION OR SUBSTANTIAL IMPROVEMENTS UNDER THE COASTAL BARRIER RESOURCES ACT [P.L. 97-348] – Shall mean any work related to the improvement."

"SUBSTANTIAL IMPROVEMENT - Shall mean any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the “start of construction” of the improvement. This term includes structures that have incurred “substantial damage,” regardless of the actual repair work performed.”

b. A new definition, Substantial Damage, is hereby added to read as follows:

"SUBSTANTIAL DAMAGE - Shall mean damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Work on structures that are determined to be substantially damaged is considered to be substantial improvement, regardless of the actual repair work performed."
SECTION 2. All ordinances of the Township of Denville, which are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.

SECTION 3. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

SECTION 4. This Ordinance may be renumbered for purposes of codification.

SECTION 5. This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST: 

KATHRYN BOWDITCH-LEON, RMC MUNICIPAL CLERK

APPROVED:

MAYOR THOMAS W. ANDES TOWNSHIP OF DENVILLE

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Municipal Council of the Township of Denville at its meeting held on ____________, 2016

Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING REFUND OF RECREATION DEPARTMENT FEES

WHEREAS, certain residents of the Township of Denville have paid program fees to the Recreation Department; and

WHEREAS, these residents did not avail themselves of the program for which said fees were paid.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville that refunds, in the amounts designated in this resolution, be authorized to be issued to the residents named in said resolution as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>REFUND AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nancy Strober</td>
<td>$270.00</td>
</tr>
<tr>
<td>Nadine Doroshuk</td>
<td>$139.00</td>
</tr>
<tr>
<td>Dana Regan</td>
<td>$390.00</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on August 9, 2016.

Certification Date: ____________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
WHEREAS, the Morris County Cooperative Pricing Council ("MCCPC") was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of education and other public bodies located in the County of Morris and adjoining counties; and

WHEREAS, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

WHEREAS, the Township of Denville desires to enter into an Agreement with the MCCPC, which is administered by Township of Randolph as Lead Agency, to renew its membership in the MCCPC for the period of October 1, 2016 through September 30, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris, State of New Jersey as follows:

1. Pursuant to the provisions of N.J.S.40A:11-11(5), the Municipal Council of the Township of Denville hereby authorizes the execution of an Agreement with the Morris County Cooperative Pricing Council by the Township of Randolph as Lead Agency dated October 1, 2016. Said Agreement is for renewal of membership in the MCCPC for a five (5) year period from October 1, 2016 through September 30, 2021.

2. The Mayor and Municipal Clerk are hereby authorized and directed to execute the aforementioned Agreement.

3. The Township of Denville Municipal Clerk is hereby directed to submit a copy of this adopted Resolution, along with an executed Agreement, to the Township of Randolph as Lead Agency of the MCCPC.

4. This Resolution shall take effect immediately upon final passage according to law.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on August 9th, 2016.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC
Municipal Clerk
MORRIS COUNTY COOPERATIVE PRICING COUNCIL AGREEMENT

THIS AGREEMENT, made this _____ day of ________________, 2016 by and between

TOWNSHIP OF DENVILLE, a Municipal Corporation of the State of New Jersey
with offices located at 1 St. Mary’s Place Denville, New Jersey 07834

("Contracting Unit")

and:

MORRIS COUNTY COOPERATIVE PRICING COUNCIL, by the TOWNSHIP
OF RANDOLPH, a Municipal Corporation of the State of New Jersey 07869-3799,
Acting as Lead Agency for the Morris County Cooperative Pricing Council.

("MCCPC")

WITNESSETH:

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes two or more contracting units to enter into a
cooperative pricing agreement for the purchase of work, materials and supplies; and

WHEREAS, the MCCPC was created in 1974 to conduct a voluntary cooperative pricing system
with municipalities, boards of educations, and other public bodies located in the County of Morris and
adjoining counties; and

WHEREAS, the purpose of the MCCPC is to provide substantial savings on various goods and
services to its members through the cooperative public bidding process; and

WHEREAS, the Contracting Unit is desirous of entering into said Agreement to join or renew
membership in the MCCPC.

NOW, THEREFORE, IN CONSIDERATION of the promises and of the covenants, terms and
conditions herein set forth, it is mutually agreed as follows:

1. The term of this Agreement shall be from OCTOBER 1, 2016 to SEPTEMBER 30, 2021, subject
to the approval of the Division of Local Government Services. Each Contracting Unit shall
execute a separate, identical Agreement with the MCCPC establishing or renewing its
memberships with the MCCPC. All parties shall have approved the within Agreement by Ordinance or Resolution as appropriate. An executed Agreement and authorizing Ordinance or Resolution shall be submitted to the Lead Agency. Any party to this Agreement shall give written notice to the Lead Agency of its intention to terminate its participation in the MCCPC by August 31st of any year during the Agreement term. Said termination shall be effective on October 1st following said notice. The withdrawal of any member in the MCCPC shall not invalidate the Agreement.

2. The MCCPC shall be administered by the Lead Agency. The Lead Agency is hereby designated as Randolph Township. The Lead Agency shall prepare bid specifications, advertise for bids, receive and evaluate bids and award contracts pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

3. The Lead Agency shall have sufficient funds to enable it to administer the MCCPC.

It is agreed that each member shall pay to the Lead Agency an annual fee of One Thousand Two Hundred Fifty Dollars ($1,250.00) as their estimated prorated share of the administrative expenses. A DISCOUNT IN THE AMOUNT OF ONE HUNDRED FIFTY DOLLARS ($150.00) SHALL BE APPLIED TO MEMBERS WHO SUBMIT THEIR PAYMENT EARLY. A reduced fee of One Thousand One Hundred Dollars ($1,100.00) can be submitted in lieu of the full fee if said payment is received by the Lead Agency within forty-five (45) days from the date of the invoice. The full fee is due to the Lead Agency within ninety (90) days from receipt of the invoice from the Lead Agency. Failure of any member to submit the annual fee to the Lead Agency within ninety (90) days of the date of the invoice shall result in the termination of membership.

The annual fee is for the administration of the MCCPC and does not cover fees associated with litigation costs.

Members may join or rejoin the MCCPC at any time for a prorated fee to be determined by the Lead Agency.

4. Each member of the MCCPC shall provide the Lead Agency with one contact person. The MCCPC shall provide the designated contact person for each member with all notices and correspondence related to the MCCPC.

5. The Lead Agency shall hold an annual meeting of the members to update the members on the MCCPC activities, provide a forum for the exchange of ideas and to address any concerns.
6. The work, materials or supplies to be bid by the MCCPC may include the following:

<table>
<thead>
<tr>
<th>Contract</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>Motor Gasoline</td>
</tr>
<tr>
<td>#2</td>
<td>#2 Fuel Oil (Heating)</td>
</tr>
<tr>
<td>#3</td>
<td>Rock Salt &amp; Liquid Calcium Chloride</td>
</tr>
<tr>
<td>#4</td>
<td>Snow Grits</td>
</tr>
<tr>
<td>#5</td>
<td>Paving Materials</td>
</tr>
<tr>
<td>#6</td>
<td>Road Resurfacing</td>
</tr>
<tr>
<td>#7</td>
<td>Drainage Pipe (Delivered)</td>
</tr>
<tr>
<td>#8</td>
<td>Anti-Freeze</td>
</tr>
<tr>
<td>#9</td>
<td>Crushed Stone, Gravel &amp; Sand</td>
</tr>
<tr>
<td>#10</td>
<td>Lumber, Insulation, Hardware, Paint &amp; Paint Supplies</td>
</tr>
<tr>
<td>#11</td>
<td>Motor Oils &amp; Miscellaneous Lubricants</td>
</tr>
<tr>
<td>#12</td>
<td>#2 Ultra Low Sulfur Diesel Fuel</td>
</tr>
<tr>
<td>#13-A</td>
<td>Fire Equipment Services</td>
</tr>
<tr>
<td>#13-B</td>
<td>Fire Water Pumps on Motorized Fire Apparatus (Repair/Rebuilding/Preventive Maintenance Contract)</td>
</tr>
<tr>
<td>#14</td>
<td>Catch Basins &amp; Manhole Casings</td>
</tr>
<tr>
<td>#15-A</td>
<td>Police Pursuit Vehicles</td>
</tr>
<tr>
<td>#15-B</td>
<td>Administrative Passenger Vehicles</td>
</tr>
<tr>
<td>#15-C</td>
<td>Utility Vehicles</td>
</tr>
<tr>
<td>#15-D</td>
<td>Service/Truck Bodies</td>
</tr>
<tr>
<td>#15-E</td>
<td>Hybrid Vehicles</td>
</tr>
<tr>
<td>#15-F</td>
<td>Cab/Chassis With Dump Bodies</td>
</tr>
<tr>
<td>#16</td>
<td>Office Supplies</td>
</tr>
<tr>
<td>#17</td>
<td>Water Treatment Chemicals</td>
</tr>
<tr>
<td>#18</td>
<td>Tree Removal, Trimming &amp; Stump Grinding Services</td>
</tr>
<tr>
<td>#19</td>
<td>Concrete Blocks &amp; Granite Curb Blocks</td>
</tr>
<tr>
<td>#20-A</td>
<td>Sporting Goods (Spring/Summer Sports)</td>
</tr>
<tr>
<td>#20-B</td>
<td>Sporting Goods (Fall/Winter Sports)</td>
</tr>
<tr>
<td>#21</td>
<td>Oil &amp; Stone Treatment</td>
</tr>
<tr>
<td>#22</td>
<td>D.P.W. Uniforms/Work Shoes/Boots</td>
</tr>
<tr>
<td>#23</td>
<td>Police Uniforms &amp; Equipment</td>
</tr>
<tr>
<td>#24</td>
<td>Bagged Cement &amp; Poured Concrete</td>
</tr>
<tr>
<td>#25</td>
<td>Janitorial Supplies</td>
</tr>
<tr>
<td>#26</td>
<td>Beam Guide Rail &amp; Safety Ends (Installed)</td>
</tr>
<tr>
<td>#27</td>
<td>Traffic Paint</td>
</tr>
<tr>
<td>#28</td>
<td>Traffic Sign Materials</td>
</tr>
<tr>
<td>#29</td>
<td>Pest Control Services (Buildings)</td>
</tr>
<tr>
<td>#30</td>
<td>Office Paper Supplies</td>
</tr>
<tr>
<td>#31</td>
<td>Calcium Chloride Bags</td>
</tr>
<tr>
<td>#33</td>
<td>Clay for Athletic Fields</td>
</tr>
<tr>
<td>#34</td>
<td>Tree Spraying</td>
</tr>
<tr>
<td>#35</td>
<td>Light Bulbs</td>
</tr>
</tbody>
</table>
4

The ordering of materials or services through the MCCPC contracts shall be the individual responsibility of each of the members and the vendor shall bill each of the members directly for the materials or services obtained by that member directly. Each of the members shall be liable only for materials and services ordered by and received by it, and none, by virtue of this Agreement, assures any additional liability. Additionally, the MCCPC and the Lead Agency are not liable for materials or services ordered by and received by the individual members.

7. During the preparation of the bid specifications, the Lead Agency shall solicit estimated quantities of materials desired from the members for those contracts where appropriate. Said estimated quantities shall be included in the bid specifications. The bid specifications shall clearly provide to all vendors that said estimated quantities are simply estimates and the actual quantity ordered may be more or less. Similarly, members may not rely upon the estimated quantity submitted but instead all orders are subject to availability by the vendor at the time the order is actually placed by the member. Pursuant to N.J.A.C. 5:34-7.12(a), a member of the MCCPC which has not submitted estimated quantities for a contract to the MCCPC prior to the advertisement for bids may participate in the resulting contract only with prior written approval of the MCCPC and the successful bidder.

8. The ordering of materials or services through the MCCPC contracts may be added or deleted as determined by the Lead Agency to be in the best interests of the MCCPC.

<table>
<thead>
<tr>
<th>#36</th>
<th>Traffic Striping on Roadways</th>
</tr>
</thead>
<tbody>
<tr>
<td>#37</td>
<td>Traffic Signal Maintenance &amp; Repairs</td>
</tr>
<tr>
<td>#38</td>
<td>Preventive Maintenance/Repair of Communications Equipment (Radios)</td>
</tr>
<tr>
<td>#39</td>
<td>Furnishing Trophies &amp; Plaques</td>
</tr>
<tr>
<td>#40</td>
<td>Personal Protection Items &amp; Equipment for Emergency Personnel</td>
</tr>
<tr>
<td>#41</td>
<td>Purchase of Communications Equipment (Radios), No Installation</td>
</tr>
<tr>
<td>#42</td>
<td>Landscaping Materials &amp; Supplies</td>
</tr>
<tr>
<td>#43</td>
<td>Propane Gas</td>
</tr>
<tr>
<td>#44</td>
<td>Welding Supplies</td>
</tr>
<tr>
<td>#45</td>
<td>Septic Pumping/Sludge Removal &amp; Disposal Services/Pump Station Wet Well Pumping/Pump Station Bypass Pumping</td>
</tr>
<tr>
<td>#46</td>
<td>Preventive Maintenance &amp; Repairs of Emergency Generators</td>
</tr>
<tr>
<td>#47</td>
<td>Water Meters/Data Recorders &amp; Radio Frequency Meter Interface Units</td>
</tr>
<tr>
<td>#48</td>
<td>Equipment Parts for Turf Care</td>
</tr>
<tr>
<td>#49</td>
<td>Disposal/Recycling of Municipal Road Clean-Up Materials (Street Sweepings/Asphalt/Concrete/Soil/Dirt)</td>
</tr>
<tr>
<td>#50</td>
<td>Fire Department Uniforms (Purchase)</td>
</tr>
<tr>
<td>#51</td>
<td>Deer Carcass Removal &amp; Disposal</td>
</tr>
<tr>
<td>#52</td>
<td>Fire Alarms, Sprinklers, Standpipe Systems, Fire Pumps (Preventive Maintenance Contract)</td>
</tr>
<tr>
<td>#53</td>
<td>Fencing Materials &amp; Installation</td>
</tr>
</tbody>
</table>

Contracts may be added or deleted as determined by the Lead Agency to be in the best interests of the MCCPC.
9. All complaints and/or problems associated with contracts awarded through the MCCPC must be submitted in writing to the Lead Agency. To the extent possible given the limited jurisdiction of the MCCPC, the Lead Agency will attempt to resolve all issues on behalf of its members. Reporting of all issues is also required so that they can be taken into consideration for future contracts.

10. Nothing in this Agreement shall prevent any party from bidding, awarding and entering into contracts for the purchase of goods or services individually on its own behalf.

11. The purpose of the MCCPC is to cooperatively bid contracts in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., for the purchase of goods and services in an effort to obtain the most competitive prices for the public body members. The MCCPC and Randolph Township as Lead Agency do not accept liability for damages which relate to or arise out of the ordering of, purchasing of or payment for goods or services by members under the MCCPC contracts.

12. This Agreement shall be binding upon and endure to the benefit of the successors and Assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

ATTEST: TOWNSHIP OF DENVILLE

Kathryn Bowditch-Leon, RMC Municipal Clerk

Date: ____________________

Thomas W. Ardes
Mayor

Date: ____________________

ATTEST: MORRIS COUNTY COOPERATIVE PRICING COUNCIL by TOWNSHIP OF RANDOLPH as Lead Agency

Jenny Lambert
Secretary/MCCPC Coordinator

Date: ____________________

Stephen P. Mountain
Township Manager

Date: ____________________
RESOLUTION AUTHORIZING RAFFLE LICENSES
IN THE TOWNSHIP OF DENVILLE

BE IT RESOLVED by the Municipal Council of the Township of Denville that applications for the following raffles be approved and the Municipal Clerk be authorized to issue said licenses on behalf of the Municipality.

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>HSA St. Mary's</td>
<td>Off Premise Draw</td>
<td>02/04/2017</td>
</tr>
<tr>
<td>Morris Knolls Choral Boosters, Inc.</td>
<td>50/50 &amp; Tricky Tray</td>
<td>10/21/2016</td>
</tr>
<tr>
<td>St. Francis Health Resort</td>
<td>On Premise 50/50</td>
<td>10/02/2016</td>
</tr>
<tr>
<td>St. Francis Health Resort</td>
<td>Hole-In-One</td>
<td>10/02/2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10/22/2016</td>
</tr>
<tr>
<td>PTA A. Richard Spinola Lakeview School</td>
<td>On Premise 50/50</td>
<td>09/10/2016</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on August 9, 2016.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING REINSTATEMENT OF THE 
ORIGINAL SEWER ASSESSMENT INSTALLMENT PLAN 
FOR CERTAIN PROPERTIES IN THE TOWNSHIP OF DENVILLE

WHEREAS, on February 14, 2012, the Municipal Council confirmed sewer assessments for certain properties in the Township of Denville; and

WHEREAS, the resolution confirming said assessments authorized the payment of the assessments in yearly installments over a twenty year period commencing April 14, 2012; and

WHEREAS, certain property owners have failed to make their installment payments when they became due; and

WHEREAS, N.J.S.A. 40:56-35 provides in pertinent part that if any such installment shall remain unpaid for 30 days after the time when said payment shall become due, either the whole assessment shall immediately become due, or the governing body may, by resolution, permit any person who is delinquent in the payment of such an installment to pay only the amount of the delinquent payment due, plus accrued interest, and have the payment of said assessment placed back on the regular installment payment schedule; and

WHEREAS, the following property owners: Driscoll

have petitioned the Council to permit the reinstatement of their original installment plan and have tendered to the Tax Collector the requisite amount to bring their accounts current in accordance with the above-referenced statute; and

WHEREAS, the Municipal Council wishes to allow the above referenced property owners to resume payment of their assessments on the original installment schedules approved for their properties.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, that the Tax Collector be authorized to accept payment of the delinquent installments due, plus interest, from the above referenced property owners for their sewer assessments and that said property owners be permitted to pay all subsequent installments established for their properties over the balance of the twenty year installment period previously authorized by the Municipal Council.

BE IT FURTHER RESOLVED, that should any of the above referenced property owners default on any future installments, the full amount of the sewer assessment shall become due.

BY ORDER OF THE MUNICIPAL COUNCIL 
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of a resolution approved by the Municipal Council at their meeting held on August 9th, 2016

Certification Date: ___________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
CONSTRUCTION DEPARTMENT

RESOLUTION AUTHORIZING REFUNDS
OF BUILDING PERMIT FEES

WHEREAS, the permit payers listed below have overpaid permit fees in the amount shown; and

WHEREAS, the permit payers have requested that the amounts listed below be refunded.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, that refunds be made to the following named individuals as a result of the overpayment of permit fees.

<table>
<thead>
<tr>
<th>NAME</th>
<th>PERMIT NUMBER</th>
<th>AMOUNT</th>
<th>REVENUE ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>La Design &amp; Construction</td>
<td>#160643</td>
<td>$50</td>
<td>01-192-08-160-001</td>
</tr>
<tr>
<td>Eduardo Diapioc</td>
<td>#160651</td>
<td>$50</td>
<td>01-192-08-160-001</td>
</tr>
</tbody>
</table>

I, Kathryn Bowditch-Leon, Municipal Clerk, of the Township of Denville, do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their meeting held on August 9, 2016.

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION FOR RENEWAL OF MEMBERSHIP IN THE MORRIS COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Township of Denville is a member of the Morris County Municipal Joint Insurance Fund; and

WHEREAS, said renewed membership terminates as of December 31, 2016 unless earlier renewed by agreement between the Municipality and the Fund; and

WHEREAS, the Municipality desires to renew said membership.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Township of Denville agrees to renew its membership in the Morris County Municipal Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.

2. The Mayor and Municipal Clerk shall be and hereby are authorized to execute the agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Morris County Municipal Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on August 9, 2016.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC
                                          Municipal Clerk
RESOLUTION EXTENDING ADVICE AND CONSENT OF THE TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL TO A MAYORAL APPOINTMENT TO THE TOWNSHIP PLANNING BOARD

WHEREAS, Thomas W. Andes, Mayor of the Township of Denville, wishes to appoint John Ciardi to the Township Planning Board; and

WHEREAS, Mayor Andes is requesting the Council's advice and consent for this appointment.

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of Denville, County of Morris, State of New Jersey that advice and consent is extended to the aforementioned appointment made by Mayor Thomas W. Andes.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on August 9, 2016.

Certification Date: _________________________  Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING THE CANCELLATION OF
STALE DATED CHECKS

WHEREAS, the Township of Denville wishes to cancel outstanding checks older than two years; and

WHEREAS, upon cancellation, the monies shall be returned to their respective fund balances thus eliminating stale dated checks.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Clerk of the Township of Denville, in the County of Morris and State of New Jersey, that the Chief Finance Officer is hereby authorized and directed to cancel the following:

CURRENT FUND

<table>
<thead>
<tr>
<th>Check #</th>
<th>Amount</th>
<th>Year</th>
<th>Check #</th>
<th>Amount</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>10753</td>
<td>4.37</td>
<td>2013</td>
<td>11758</td>
<td>50.00</td>
<td>2013</td>
</tr>
<tr>
<td>10804</td>
<td>5.31</td>
<td>2013</td>
<td>11766</td>
<td>200.00</td>
<td>2013</td>
</tr>
<tr>
<td>10841</td>
<td>3.32</td>
<td>2013</td>
<td>12634</td>
<td>440.75</td>
<td>2014</td>
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<tr>
<td>11719</td>
<td>78.00</td>
<td>2013</td>
<td>12665</td>
<td>137.00</td>
<td>2014</td>
</tr>
<tr>
<td>11735</td>
<td>100.00</td>
<td>2013</td>
<td>13571</td>
<td>25.00</td>
<td>2014</td>
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<tr>
<td>11751</td>
<td>42.00</td>
<td>2013</td>
<td>14648</td>
<td>190.00</td>
<td>2014</td>
</tr>
</tbody>
</table>

Current Fund Total $1,275.75

PLANNING & ZONING ESCROW

<table>
<thead>
<tr>
<th>Check #</th>
<th>Amount</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>3201</td>
<td>0.09</td>
<td>2014</td>
</tr>
</tbody>
</table>

Planning & Zoning Escrow Total $0.09

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on August 9, 2016.

Certification Date: ___________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION

WHEREAS, the Township of Denville and the County of Morris desire to enter into a shared services agreement to have Morris County provide local health services in accordance with the Local Health Services Act for a term of five (5) years; and

WHEREAS, municipalities are permitted to enter into such agreements pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65 -1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, as follows:

1. That the Mayor and Township Clerk are hereby authorized to execute a Shared Services Agreement between the Township of Denville and the County of Morris for a term of five (5) years from January 1, 2017 through December 31, 2021 for the furnishing of local health services, subject to the annual appropriation of funds.

2. A copy of the Agreement is on file in the office of the Township Clerk for inspection by the public.

3. A copy of this Agreement shall be filed, for informational purposes, with the Department of Community Affairs, Division of Local Government Services pursuant to rules and regulations promulgated by the Division.

4. This resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on August 9, 2016.
SHARED SERVICES AGREEMENT FOR PUBLIC HEALTH SERVICES

THIS AGREEMENT is made this ____day of __________ 20__, by and between the County of Morris, Department of Law & Public Safety, Office of Health Management, with offices located at 634 West Hanover Avenue, Morris Township, NJ 07961 (hereinafter referred to as the “Provider”) and the Township of Denville, with offices located 1 St. Mary’s Place, Denville NJ 07834 (hereinafter referred to as the “Recipient”).

WHEREAS, the Provider and the Recipient seek to enter into a Shared Services Agreement for the furnishing of local health services to the Recipient by the Provider in accordance with the Local Health Services Act as codified at N.J.S.A. 26:3A2-1, et seq.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements contained herein, the Parties agree as follows:

1. The Provider shall provide the services of a properly licensed Health Officer and with such other properly trained and experienced personnel as may be required, necessary or prudent, to carry out and discharge within the territorial jurisdiction of the Recipient, the public health services and activities in accordance with N.J.A.C. 8:52-1.1 et seq., Public Health Practice Standards of Performance for Local Boards of Health in New Jersey.

2. The Provider shall provide the services of a Health Educator who is credentialed as Certified Health Education Specialist by the National Commission for Health Education Credentialing.

3. The Provider shall provide the recipient with a minimum of seven (7) office hours per week equating to three hundred sixty-four (364) office hours per calendar year of Health Officer services. The schedule and location for completion of such hours shall be mutually established and agreed upon by both the Provider and the Recipient.

4. The Provider shall provide local health services as set forth in the Programmatic Proposal of Public Health Services attached hereto and marked as “Exhibit A”.

1
Health Officer Authority & Responsibilities

5. The Recipient shall designate the Provider’s Health Officer as Health Officer of the Recipient. The Health Officer shall be vested with all of the authorities provided in N.J.A.C. 8:52-1.1 et seq., on behalf of the Recipient.

6. The Health Officer shall plan, organize, and implement public health services provided to the Recipient in accordance with N.J.A.C. 8:52-1.1 et seq.

7. The Health Officer and/or his authorized designee shall serve as the Recipient’s general agent for the enforcement of public health laws of the state and local public health ordinances during the term of this agreement.

8. The Health Officer shall manage and supervise all public health personnel providing services to the Recipient, including those employed directly by the Recipient, pursuant to N.J.A.C. 8:52-1.1, et seq.

9. The Health Officer shall advise and assist the Recipient with respect to violations of statutes and ordinances relating to public health.

10. The Health Officer shall advise the Recipient in writing whether a premises inspected meets the qualifications for a license, permit, or certification required to be issued by the Recipient in accordance with local ordinances.

11. The Health Officer or his designee shall be authorized by municipal ordinance to suspend, revoke, or cancel a license, permit, or certification issued by the Recipient and to summarily order a licensed or permitted premises closed when, in the opinion of the Health Officer or his designee, such action is necessary to abate an existing or threatened menace to public health.

12. The Health Officer shall furnish the Township Administrator with reports of all services rendered to the Recipient including services provided under the terms of this agreement. Reports shall be prepared and provided to the Recipient on a monthly basis.

Recipient General Responsibilities
13. The Recipient shall maintain, at its own expense, an employee who will receive all telephone calls and act as the secretary to the Recipient's Health Department. He/she shall be physically present in the municipal offices to confer with the public as necessary or required for the day-to-day operation of the office including the receipt of complaints from the public and relaying such complaints in a timely manner to the Provider. He/she shall receive applications for licenses, permits, and/or certifications and shall process the same upon approval of the Health Officer or his designee.

14. The Recipient shall ensure that adequate coverage is provided in the event the employee serving as the Recipient's Health Department Secretary is unavailable as a result of family leave, illness, or disability for any period of time.

15. The Recipient shall maintain, at its own expense, a Registrar of Vital Statistics, Deputy Registrar of Vital Statistics, and/or Alternate Registrars in accordance with N.J.A.C. 26:8-1.

16. The Recipient shall provide and permit the Health Officer to use the Recipient's letterhead for letters, memorandum, and notices for services provided under the terms of this agreement.

Animal Control & Rabies Prevention

17. The Recipient shall maintain, at its own expense, a certified Animal Control Officer(s) in accordance with N.J.S.A. 4:19-15.16b. The Animal Control Officer(s) shall be responsible for: the issuance of confinement orders; observing of animals for signs or symptoms of rabies during and/or at the conclusion of the confinement period; releasing of animals from confinement once the confinement period as set forth by the New Jersey Department of Health has concluded; informing the Health Officer or his designee of bites or injuries caused by animals to persons or other animals no later than the next business day after having received such a report; informing the health officer of any dog impounded as potentially dangerous under the provisions set forth at N.J.S.A. 4:19-17 et seq.
18. The Recipient shall maintain, at its own expense, the services of a licensed veterinarian for the preparation of animal specimens requiring testing for rabies.

19. The Recipient’s Animal Control Officer(s) shall be responsible for preparation of required documents and transport of animal specimens to the NJ Department of Health for rabies testing. In cases where a human or domestic animal has been exposed to a potentially rabid animal and the nature of such exposure in the Health Officer’s opinion shall not permit delay in testing, the Recipient’s Animal Control Officer(s) shall personally transport and/or submit the specimen via an approved courier to the NJ Department of Health for rabies testing no later than the next business day after said exposure.

20. The Recipient shall be responsible for the performance of an annual or biannual dog census as required by local ordinance and reporting results of the same to the Health Officer.

21. The Recipient shall acquire rabies vaccines if available from the NJ Department of Health. The Recipient shall be responsible for acquiring the necessary veterinary supplies including syringes for the provision of rabies vaccinations.

22. The Recipient shall ensure that a minimum of one rabies clinic is provided annually. The Recipient shall be responsible for all costs incurred related to manning of said clinic including the cost of a licensed veterinarian(s), veterinarian technician(s), and all other necessary staff.

**Public Health Nursing, Adult Health, & Child Health Services**

23. The Recipient shall maintain, at its own expense, a full-time licensed Public Health Nurse Supervisor and Public Health Nurse in accordance with N.J.A.C. 8:52-1.1, et seq., provided that if the Recipient employs a Public Health Nurse Supervisor, said employee may also serve as the Recipient’s Public Health Nurse.

24. The Recipient’s Public Health Nurse Supervisor shall be responsible for the provision of the following services under the supervision of the Health Officer:
a. **Public Health Nursing Supervision**: Provision of public health nursing supervision in accordance with N.J.A.C. 8:52-1.1 et seq.

25. The Recipient’s Public Health Nurse shall be responsible for the provision of the following services under the supervision of the Health Officer:

a. **Communicable Disease Control**: Performance of communicable disease control activities in accordance with N.J.A.C. 8:52-1.1 et seq. and N.J.A.C. 8:57-1.1 et seq. which includes: surveillance, investigation, and follow-up for reportable diseases using the New Jersey Communicable Disease Reporting & Surveillance System (CDRSS); consultation with the New Jersey Department of Health, Communicable Disease Service; implementation of control measures for reportable diseases; and collection of necessary specimens and ensuring specimens collected are properly submitted to the New Jersey Department of Health, Public Health Laboratory.

b. **School Immunization Audits**: Performance of pupil immunization audits at all schools, preschools, and/or nurseries at least once per year in accordance with N.J.A.C. 8:52-1.1 et seq. and N.J.A.C. 8:57-1.1 et seq. Enforcement of school immunization regulations set forth in the State Sanitary Code in consultation with the Health Officer. Schools identified as having deficiencies shall be subject to additional periodic surveys, audits, and enforcement action as determined via consultation with the Health Officer.

c. **Cardiovascular Disease Services** – Provision of periodic hypertension screenings risk assessments, referrals, and educational information in accordance with N.J.A.C. 8:52-1.1 et seq.

d. **Diabetes Services** – Provision of periodic diabetes risk assessments, referrals, and educational information in accordance with N.J.A.C. 8:52-1.1 et seq.

e. **Childhood Lead Poisoning Case Management**: Provision of childhood lead poisoning nursing case management services in accordance with N.J.A.C. 8:52-1.1 et seq.
N.J.A.C. 8:51-1.1 et seq. Such services shall also include monitoring of the NJ Department of Health’s Welligent and Leadtrax systems.

f. **Cancer Services** – Provision of cancer education and screening services in accordance with N.J.A.C. 8:52-1.1 et seq.

g. **Influenza & Pneumococcal Immunization Clinics** – The Recipient shall provide one (1) or more influenza and pneumococcal immunization clinics for adult residents. Such immunizations shall be provided in accordance with the Immunization Practices Advisory Committee of the U.S. Public Health Service and current U.S. Centers for Disease Control & Prevention recommendations. The Recipient shall be responsible for all costs associated with clinics including purchase of vaccines, medical supplies, billing of Medicare, and staffing. The Recipient shall be responsible for securing standing orders for nursing staff who shall be administering immunizations from a physician licensed to practice medicine in New Jersey. The Recipient shall be responsible for providing secure and climate controlled holding facilities for the storage of immunizations.

h. **Rabies Prevention** – The Recipient’s Public Health Nurse, upon consultation with the Health Officer, shall be responsible for ensuring that victims of animal bites and/or injuries are notified in writing about necessary medical attention for the prevention of rabies infection. In the case where a domestic animal is the victim of an animal bite or injury, the Recipient’s Public Health Nurse shall be responsible for ensuring that the domestic animal’s owner is notified in writing about necessary veterinary attention for the prevention of rabies infection.

26. The Provider shall provide the Recipient with Public Health Nursing Supervision and Public Health Nursing coverage as needed during periods of time that the Recipient’s Public Health Nurse Supervisor and Public Health Nurse is on vacation, medical, or personal leave at the Provider’s hourly rate for said employee(s).
27. Where public health services, such as clinics, are to be carried out on premises provided by the Recipient, the adequacy of such premises shall be subject to the approval of the Provider, and the Provider may elect to designate other premises within the Recipient’s jurisdiction if those provided by the Recipient are judged inadequate by the Provider.

**Environmental Health Services**

28. The Recipient shall maintain, at its own expense, licensed Registered Environmental Health Specialist(s) to permit delivery of state and locally mandated environmental health services in accordance with N.J.A.C. 8:52-1.1, et seq. and local municipal ordinances.

29. The Recipient’s licensed Registered Environmental Health Specialist shall be responsible for the provision of the following services under the supervision of the Health Officer:

a. **Food Surveillance**: Comprehensive surveillance program of retail food establishments and food/beverage vending machines in accordance with the State Sanitary Code (N.J.A.C. 8:24) and local ordinances governing the same. Specifically, services to be provided include: inspection of retail food establishments (includes institutions providing food services) at once per year; review and approval of plans for new food establishments or alterations to existing food establishments; inspection of vending machines dispensing potentially hazardous food at least once per year; investigation of complaints at local food establishments; initiation of enforcement action as needed; collection of food samples as required by the NJ Department of Health; condemnation or embargoing of adulterated or unwholesome food; assistance with investigation of foodborne illness or outbreaks as required; inspection of mobile food establishments and enforcement of state and local regulations governing the same; and inspection of temporary food establishments and enforcement of state and local health regulations governing the same.

b. **Youth Camps**: Performance of annual pre-operational and follow-up inspections of youth camps for compliance with the State Sanitary Code (N.J.A.C. 8:25).
c. **Campgrounds**: Performance of annual inspections and follow-up inspections of campgrounds in accordance with the State Sanitary Code (N.J.A.C. 8:22). Includes initiation of enforcement action as needed and complaint investigations at regulated campgrounds.

d. **Recreational Bathing**: Performance of inspections, follow-up inspections, and complaint investigations at regulated recreational bathing facilities including swimming pools, lakes, spas, and whirlpools in accordance with the State Sanitary Code (N.J.A.C. 8:26). Inspection at such facilities shall be at least twice during the facility's operating season. Follow-up inspections shall be performed when deficiencies are found and enforcement action shall be initiated as needed.

e. **Body Art Establishments**: Performance of annual inspections and follow-up inspections of body art establishments in accordance with the State Sanitary Code (N.J.A.C. 8:27). Includes initiation of enforcement action as needed and complaint investigations at regulated body art establishments.

f. **Tanning Facilities**: Performance of annual inspections and follow-up inspections of tanning facilities in accordance with the State Sanitary Code (N.J.A.C. 8:28). Includes initiation of enforcement action as needed and complaint investigations at regulated tanning facilities.

g. **Individual Subsurface Sewage Disposal Systems**: Performance of site visits, plan reviews, inspections, complaint investigations, and enforcement actions in accordance with N.J.A.C. 7:9A, Standards for Individual Subsurface Sewage Disposal Systems.

h. **Childhood Lead Poisoning Lead Hazard Investigations**: Performance of assessments, inspections, review of abatement plans, and enforcement actions related to cases of childhood lead poisoning in accordance with N.J.A.C. 5:17 and N.J.A.C. 8:51.
i. **Public Health Nuisances**: Performance of public health nuisance complaint investigations as authorized by state statute, local ordinance, or regulation.

j. **Rabies & Zoonotic Disease Control**: Performance of inspections, follow-up inspections, and complaint investigations at regulated pet shops, shelters, and kennels in accordance with the State Sanitary Code (N.J.A.C. 8:23 and 8:23A). At least two inspections of such facilities will be performed annually.


l. **Enforcement of Local Ordinances**: Performance of inspections, investigations, and enforcement activities as mandated by local ordinance.

30. The Provider shall provide the Recipient with Registered Environmental Health coverage for emergencies as needed during periods of time that the Recipient’s Registered Environmental Health Specialist(s) is on vacation, medical, or personal leave at the Provider’s hourly rate for said employee(s).

**Public Health Emergencies**

31. The Health Officer or his designee shall participate on the Recipient’s Emergency Planning Council as the Public Health Representative. The Recipient shall identify the Provider as the lead public health agency in the Public Health Annex of the Recipient’s Emergency Operations Plan. The Recipient shall provide the Health Officer with a copy of the Recipient’s Public Health Annex. The Health Officer or his designee shall be capable of a response time within two (2) hours of notification from the Recipient’s Emergency Management Coordinator.

32. The Recipient shall assume responsibility for any excess costs in labor, material, and equipment arising from the implementation of public health emergency plans including the
running of emergency mass immunization and medication clinics beyond the scope of the services outlined in this Agreement and Program Proposal or for which state or federal funding has not been made to the Provider.

**Cost & Fiscal Management**

33. It is understood that the Provider and Recipient shall meet periodically as may be deemed necessary by either party. Joint discussion will involve mutual problems and needs, objectives, methods of obtaining objectives and an evaluation of accomplishments.

34. The Recipient shall pay the Provider for the services provided under the terms of this Agreement as follows:

a. A total of $24,187.26 for calendar year 2017 to be paid in four quarterly installments, the first three of which shall be $6,046.00 and the final fourth shall be $6,049.26.

b. A total of $24,671.01 for calendar year 2018 to be paid in four quarterly installments, the first three of which shall be $6,167.00 and the final fourth shall be $6,170.01.

c. A total of $25,164.43 for calendar year 2019 to be paid in four quarterly installments, the first three of which shall be $6,291.00 and the final fourth shall be $6,291.43.

d. A total of $25,667.71 for calendar year 2020 to be paid in four quarterly installments, the first three of which shall be $6,416.00 and the final fourth shall be $6,419.71.

e. A total of $26,181.07 for calendar year 2021 to be paid in four quarterly installments, the first three of which shall be $6,545.00 and the final fourth shall be $6,546.07.

35. Calendar year quarters as referenced in provision number 34 of this agreement shall be defined as follows: Quarter 1 (January to March); Quarter 2 (April to June); Quarter 3 (July to September); and Quarter 4 (October to December).

36. Payment shall be made within thirty (30) days of submission of an invoice from the Provider to the Recipient or by other means as agreed by the Chief Fiscal Officers of both parties.
37. Any federal or state grants received by the Provider on behalf of the Recipient shall be retained and used by the Recipient for performance of activities required under such grant.

38. In the event that annual Public Health Priority Funding is provided by the NJ Department of Health to the Provider for the Recipient, the Provider shall deduct the Public Health Priority Funding awarded from the Recipient’s annual payment for the corresponding calendar year. Deductions shall be made in the form of a credit on each payment voucher and such credit shall only be made after the Provider has received payment from the NJ Department of Health, Public Health Priority Funding Program. In the event that a Public Health Priority Funding payment is received after the close of the calendar year, the Provider shall provide the Recipient with a refund equaling the amount of the payment received.

Term of Agreement

39. It is understood that the term of this Agreement shall begin January 1, 2017 and terminate on December 31, 2021 unless extended or renegotiated to the mutual satisfaction of both the Provider and the Recipient prior to the termination date, and shall take effect following adoption of appropriate Resolutions by each of the contracting parties.

40. The term of this Agreement shall cover calendar years 2017 through 2021. Either Party may terminate this Agreement by giving one hundred eighty (180) days written notice to the other party. All written notice referenced in this paragraph shall be delivered to the Recipient at the Township of Denville, 1 St. Mary’s Place, Denville, NJ 07834 and to the Provider at County of Morris, Department of Law & Public Safety, Office of Health Management, P.O. Box 900, Morristown, NJ 07963.

41. The Parties agree that the considerations set forth in this Agreement shall remain in full force and effect for the entire term of the Agreement, regardless of any and all increases in costs to the respective Parties for labor, materials, and equipment, as well as any taxes that may now be, or may be in the future, assessed against the Parties in connection with the Parties’
responsibility under this Agreement, and regardless of whether such increased costs occur as a result of any rule, regulation, statute, or requirement of any governmental agency or otherwise.

42. The Parties shall keep work under their control and shall not assign, transfer, or otherwise dispose of this Agreement, or any right or responsibility hereunder, without previous consent in writing by the Provider and Recipient, unless by and with the like consent of Provider and Recipient. Consent by the Provider and Recipient of an assignment of this agreement shall not, in any way, release Parties from their covenants and terms of this Agreement and the duties imposed hereunder.

**Indemnification**

43. In addition to the other rights and remedies of the parties herein, the Township of Denville agrees to indemnify and hold harmless the County of Morris, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Township of Denville personnel arising out of this Agreement or any of the obligations assumed by the Township of Denville hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Township of Denville is solely or jointly responsible for such liability. In the event it is determined by a Court that Township of Denville is not solely responsible for said liability, then the Township of Denville’s liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Township of Denville. The Township of Denville, upon notice from the County, shall resist and defend, at the expense of Township of Denville, such action or proceeding with counsel reasonably satisfactory to the County. In addition, at its option, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Township of Denville’s obligation under this paragraph.
44. In addition to the other rights and remedies of the parties herein, the County agrees to indemnify and hold harmless the Township of Denville, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the County arising out of this agreement or any of the obligations assumed by the County hereunder, provided it is determined by a Court having the appropriate jurisdiction that the County is solely or jointly responsible for such liability. In the event it is determined by a court that the County is not solely responsible for said liability, then the County's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the County. The County, upon notice from the Township of Denville, shall resist and defend, at the expense of the County, such action or proceeding with counsel reasonably satisfactory to the Township of Denville. In addition, at its option, the Township of Denville may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the County's obligation under this paragraph.

45. The Township of Denville agrees (a) that the law of the State of New Jersey shall be the operative law in this agreement and in any subsequent contract or any related matters; and (b) that the Township of Denville submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this agreement or any subsequent contract based on this agreement. This provision shall govern in spite of language to the contrary in any submitted proposal, supporting documentation or contract language submitted with or subsequent to the agreement.
IN WITNESS WHEREOF, the said parties have hereunto set their hands, seals, and caused these presents to be signed by their proper officers.

ATTEST: MORRIS COUNTY BOARD OF

CHOSEN FREEHOLDERS

_________________________________________  _______________________________________
Diane M. Ketchum                         Kathryn A. DeFillippo
CLERK OF THE BOARD                       FREEHOLDER DIRECTOR

ATTEST: TOWNSHIP OF DENVILLE

_________________________________________  _______________________________________
Kathryn Bowditch-Leon, RMC               Thomas Andes
TOWNSHIP CLERK                          MAYOR
EXHIBIT A

PROGRAMMATIC PROPOSAL OF PUBLIC HEALTH SERVICES

County of Morris, Department of Law & Public Safety, Office of Health Management AND
The Township of Denville

The Provider shall furnish the following local health services to the Recipient:

A. Administration of Public Health Activities: Provision of a licensed Health Officer who shall:

- ensure compliance with N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey;
- enforce state and local public health regulations;
- supervise and manage public health personnel;
- complete annual reports or other documents as authorized and required by the NJ Department of Health;
- prepare and exercise plans relative to public health emergencies;
- provide guidance to the Township Council;
- manage current grants and pursue grant funding at the direction of the Township Council; and
- assist with review of any proposed local public health ordinances. The Health Officer or his/her designee shall attend Township Council meetings, attend any required state public health conferences or meetings, and attend the Governmental Public Health Partnership meetings.

B. Health Education & Promotion: Provision of a certified Health Educator to plan, implement, and evaluate health education programs and/or interventions at various venues in accordance with N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey in areas such as: alcohol and drug abuse control; smoking prevention and cessation; nutrition; injury control; physical fitness and exercise; emergency preparedness; chronic disease (diabetes, cardiovascular, cancer); communicable disease control. Provision of one food handling training in English and one food handling training in Spanish to food establishment staff at least once per year. Training will be provided in the Township of Denville contingent on space for classroom instruction, which is acceptable to
the Provider and/or an adequate number of course registrants. In cases where said space for classroom instruction is not available and/or the number of registrants are not adequate, instruction shall be provided at the Morris County Public Safety Academy, Parsippany-Troy Hills, NJ or at another location approved by the Provider. Training may be open at the Provider’s discretion to other municipalities contingent on available space. The Provider reserves the right to cancel any scheduled food handling class with less than five (5) registrants.
WHEREAS, the Morris County Park Commission has implemented a new grant program in 2016 aimed at improving, enhancing and enlarging walking/hiking opportunities within Morris County; and

WHEREAS, the Township of Denville has submitted a letter of intent to the Morris County Parks Commission as a requirement to seek funding to replace the aged bridge that crosses the pond at Muriel Hepner Park along a popular walking path with a prefabricated, decorative, ADA-compliant footbridge; and

WHEREAS, the Morris County Parks Commission has reviewed our proposed concept and determined that it is an eligible project that can be considered for funding under the guidelines of the grant program; and

WHEREAS, a preliminary estimate from the Township Engineer of the cost to install a prefabricated, ADA-compliant footbridge is approximately $82,500; and

WHEREAS, the Township of Denville appropriated funding for various improvements at Muriel Hepner Park, of which a portion may be utilized as matching funds for this grant program.

NOW, THEREFORE, BE IT RESOLVED, the Municipal Council of the Township of Denville hereby authorizes the submission of a grant application seeking $49,500 from the Morris County Park Commission for the design, purchase and installation of a footbridge at Muriel Hepner Park; and

BE IT FURTHER RESOLVED, that the Municipal Council of the Township of Denville further authorizes the utilization of $33,000 from the 2016 Open Space Funded Capital Ordinance ("Improvements to Muriel Hepner Park – Acct #04-216-55-564-903") as matching funds should the Township be successful in its grant application to the Morris County Park Commission.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

1, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on August 9th, 2016.

Certification Date: ___________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
WHEREAS, Board of Adjustment Resolution BA 08-40 required the dwelling at 20 Edgewood Road (block 50403, lot 8) to be converted from a dual-family to a single-family home; and

WHEREAS, the Construction Department issued a Certificate of Occupancy on September 30, 2009; and

WHEREAS, the homeowners have been paying utilities as if the dwelling was still a dual-family dwelling and therefore an overpayment has occurred.

NOW, THEREFORE, BE IT RESOLVED that the appropriate Municipal Official is hereby authorized and directed to prepare a voucher in the following name to refund said overpayment due to said reason stated above.

BE IT FURTHER RESOLVED that the Chief Financial Officer shall forward the check to the appropriate Municipal Official to be delivered to said person after the refund has been recorded in the property’s history file.

<table>
<thead>
<tr>
<th>Block/Lot</th>
<th>Property Owner/Address</th>
<th>Refund Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>50403 8</td>
<td>Jeffery Barnish</td>
<td>$5,317.00</td>
</tr>
<tr>
<td></td>
<td>20 Edgewood Road</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Denville, NJ 07834</td>
<td></td>
</tr>
</tbody>
</table>

Loc: 20 Edgewood Road

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on August 9, 2016.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION REFUNDING UTILITY OVERPAYMENT IN THE AMOUNT OF $4,575.00

WHEREAS, the Board of Adjustment resolution for applications BA 15-27 and BA/A 15-08 deemed the structure located at 30 Cedar Lake West (block 60906, lot 29) a pre-existing, non-conforming use (boathouse) which never had sewer or water connections; and

WHEREAS, the property owner paid the required water tap, sewer tap and sewer capacity fees and is now requesting a refund of said fees.

NOW, THEREFORE, BE IT RESOLVED that the appropriate Municipal Official is hereby authorized and directed to prepare a voucher in the following name to refund said overpayment due to said reason stated above.

BE IT FURTHER RESOLVED that the Chief Financial Officer shall forward the check to the appropriate Municipal Official to be delivered to said person after the refund has been recorded in the property's history file.

Block/Lot    Property Owner/Address       Refund Amount
-------------    ----------------------    -------------
50906 29      Thomas Carlyon
               17 Woodland Road
               Denville, NJ 07834       $4,575.00

Loc: 30 Cedar Lake West

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on August 9, 2016.

Certification Date:       Kathryn Bowditch-Leon, RMC
                          Municipal Clerk
RESOLUTION

WHEREAS, the Township of Denville wishes to purchase a Zetron 4000 Series Console System to be installed at the Police Department in the dispatch desk area and configured and integrated with all existing radio networks; and

WHEREAS, said equipment and labor can be obtained from Procomm Systems Inc. 823 Uniontown Road, Phillipsburg, New Jersey 08865, through State Contracts Nos. A83924 (equipment) and A83931 (integration labor); and

WHEREAS, the maximum amount of the system is $60,400 for the equipment and $52,020 for integration labor for a total amount of $112,420.00 in accordance with the attached quotation; and

WHEREAS, public bids are not required when the purchase is made through a state contract in accordance with N.J.S.A. 40A:11-12 of the Local Public Contracts Law.

WHEREAS, the Chief Financial Officer of the Township of Denville has certified that funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, that the Mayor and Township Clerk are hereby authorized to execute a contract for the purchase of a Zetron 4000 Console System in the amount of $60,400 and labor to configure and integrate with all the existing radio networks in the amount of $52,020; for a total system cost of $112,420.00 with Procomm Systems, Inc., in accordance with the terms and conditions contained in State Contracts Nos. A83924 and A83931.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on August 9, 2016.

Certification Dated:              Kathryn M. Bowditch-Leon, RMC
                                   Municipal Clerk
CERTIFICATION

TOWNSHIP OF DENVILLE

Request For And Certification As To The Availability
Of Adequate Funds For A Contract Which Is Pending Approval
By The Governing Body

Date of Request 07/15/16

Procom Systems Inc.
823 Uniontown Road
Phillipsburg, NJ 08865
Name and Address of Contractor

Zetron 4000 Series Console System PC Based $112,420.00
Name of Description of Pending contract Amount of Contract

This contract will be charged to the following budget appropriations as per the detailed budget:

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>General Cap</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-532-904</td>
<td>$112,420.00</td>
<td>$112,420.00</td>
</tr>
</tbody>
</table>

TOTAL $112,420.00

Signed: ____________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

I hereby certify that adequate funds are available in the General Capital Fund under the following line item account(s):

04-216-55-532-904 $112,420.00

All Certification Payments should be placed on white vouchers with the Certification Number shown on the voucher.

COMMENTS:
Fund availability are predicated on available budget

CERT16-25
June 13, 2016

Chief Christopher Wagner
Denville Police Department
1 St. Mary’s Place
Denville, NJ 07834

RE: Zetron 4000 Series Console System - PC Based

Dear Chief Wagner;

Please find the following proposal for a Zetron 4000 Series Console System. The system is shown configured as follows:

- Qty 2 – Operator Positions - PC Based with a 23" Monitor using the Zetron Integrator RD/M4219 Platform
- Gooseneck Microphone and Foot Switch
- 4020 Redundant Backbone Controller
- Qty 8 – Tone Control Channels
- Qty 2 – Console Interface Cards
- Qty 1 – Eight Patch Card
- Qty 3 – Aux I/O Interface Card

Console System will be configured and integrated with all of your existing radio networks including the County radio which will be mounted locally for front panel control and will be interfaced with console and appear as a channel on the system. Aux I/O card will accept all building functions such as panics, door alarms, door controls, etc.

The following cost is for a turn-key solution which includes complete system installation and integration. A factory one-year warranty is provided by Procomm Systems with 24/7/365 coverage. Procomm Systems will also extend the complete system maintenance coverage for an additional year for a total of two (2) years of coverage. Third, fourth and fifth year of maintenance coverage including all parts and labor with 24/7/365 response will be provided at a cost of $24,840.00.

**TOTAL SYSTEM COST INCLUDING ALL MATERIALS & INSTALLATION INCLUDING EXTENDED (5) FIVE YEAR MAINTENANCE COVERAGE**

- Zetron Console Equipment $60,400.00
  The above price is under New Jersey state contract number 83924 for Zetron Inc. Purchase order should be made out to Procomm Systems, Inc. 823 Uniontown Rd. Phillipsburg, NJ 08865 Authorized state contract vendor for Zetron Inc.

- Procomm Systems integration labor $52,020.00
  The above price is under Procomm Systems state contract number 83931 for Procomm Systems, Inc. Purchase order should be made out to Procomm Systems, Inc. 823 Uniontown Rd. Phillipsburg, NJ 08865

- Maintenance coverage years 3 through 5 at $8,280.00 per year $24,840.00

**SYSTEM GRAND TOTAL** $137,260.00

Thank you for allowing Procomm Systems, Inc. the opportunity to provide you with this proposal. Please feel free to contact me should you have any questions or concerns.

Sincerely,

Charles Anastasio

NJ Electrical License # 15065
Reseller quote: Series 4000 quote for Denville Police Department NJ. This is a NJ State quote NJ 83924. State Priceline #15 Consoles, including Equipment Racks and Operator Furniture, Industry code 3342 Communications Equipment. Quote includes a Two position bundle 4020/4219, Total of Four Dual Channel cards, One Patch card, Two TRH's, extended paging, 3 Aux I/O cards, Two Monitors and other miscellaneous parts. No slot covers or headsets included. Cabinet and power strips are optional and not included in total price. Reseller cannot charge shipping per contract terms.

### PC-BASED DESKTOP OPERATOR POSITION + CCE BUNDLES

<table>
<thead>
<tr>
<th>Part #</th>
<th>Description</th>
<th>List Price</th>
<th>Disc. %</th>
<th>Net Price</th>
<th>Qty</th>
<th>Ext. List</th>
<th>Ext. Net</th>
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</thead>
<tbody>
<tr>
<td>905-0318</td>
<td>2 Position Bundled 4020 RD/M4219, 8-Channel</td>
<td>$49,425.00</td>
<td>30.00 %</td>
<td>$34,597.50</td>
<td>1</td>
<td>$49,425.00</td>
<td>$34,597.50</td>
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### Integrator RD SOFTWARE OPTIONS

<table>
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<tr>
<th>Part #</th>
<th>Description</th>
<th>List Price</th>
<th>Disc. %</th>
<th>Net Price</th>
<th>Qty</th>
<th>Ext. List</th>
<th>Ext. Net</th>
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</thead>
<tbody>
<tr>
<td>905-0026</td>
<td>IntegratorRD Extended Paging Package Adds custom calls (Plectron), Quick Call I (2+2), Rotary Dial 1500/2805Str, Knox DTMF, 5/6 tone sequential paging formats, and MCC-1100 Emergency Alert/Acknowledge.</td>
<td>$650.00</td>
<td>30.00 %</td>
<td>$455.00</td>
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<td>$1,300.00</td>
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### Accessories for All Models of Audio Panels

<table>
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<tr>
<th>Part #</th>
<th>Description</th>
<th>List Price</th>
<th>Disc. %</th>
<th>Net Price</th>
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<th>Ext. List</th>
<th>Ext. Net</th>
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<tbody>
<tr>
<td>905-0386</td>
<td>Desktop Microphone, Shure With Cable to Tails</td>
<td>$565.00</td>
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<tr>
<td>950-0102</td>
<td>Footswitch, Single w/ 10' cable</td>
<td>$105.00</td>
<td>30.00 %</td>
<td>$73.50</td>
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<td>$210.00</td>
<td>$147.00</td>
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<tr>
<td>950-9439</td>
<td>Telephone/Radio Headset Interface (TRHI) (for all models)</td>
<td>$595.00</td>
<td>30.00 %</td>
<td>$416.50</td>
<td>2</td>
<td>$1,190.00</td>
<td>$833.00</td>
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### CONTROL AND ADAPTER CARDS

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<tr>
<th>Part #</th>
<th>Description</th>
<th>List Price</th>
<th>Disc. %</th>
<th>Net Price</th>
<th>Qty</th>
<th>Ext. List</th>
<th>Ext. Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>905-0219</td>
<td>Model 4020/4048 8 Patch Card</td>
<td>$1,775.00</td>
<td>30.00 %</td>
<td>$1,242.50</td>
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<tr>
<td>950-0293</td>
<td>Auxilary Input/Output Interface Card Provides 12 relay controlled outputs, 8 opto-isolated inputs, and 32 non-isolated inputs. Includes input decodig for IRIG B signal as well as a power line based 60 Hz time keeping circuit. Requires 1 channel card slot for Installation. Maximum of 6 Aux I/O cards per system.</td>
<td>$1,155.00</td>
<td>30.00 %</td>
<td>$808.50</td>
<td>3</td>
<td>$3,405.00</td>
<td>$2,425.50</td>
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### INSTALLATION COMPONENTS

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<thead>
<tr>
<th>Part #</th>
<th>Description</th>
<th>List Price</th>
<th>Disc. %</th>
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<tr>
<td>709-0004</td>
<td>25-Pair Cables, R3-21, M-F, 10ft [Baseline Product]</td>
<td>$60.00</td>
<td>30.00 %</td>
<td>$42.00</td>
<td>10</td>
<td>$600.00</td>
<td>$420.00</td>
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<tr>
<td>950-9351</td>
<td>Connectorized Punch Down Block</td>
<td>$63.00</td>
<td>10.00 %</td>
<td>$56.70</td>
<td>10</td>
<td>$630.00</td>
<td>$567.00</td>
</tr>
</tbody>
</table>

This quote is subject to NJ State Contract #83924 terms and conditions.
**SYSTEM DOCUMENTATION**

<table>
<thead>
<tr>
<th>Part #</th>
<th>Description</th>
<th>List Price</th>
<th>Disc. %</th>
<th>Net Price</th>
<th>Qty</th>
<th>Ext. List</th>
<th>Ext. Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>025-9438</td>
<td>Model 4048 Service Manual</td>
<td>$45.00</td>
<td>30.00</td>
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<tr>
<td>025-9455</td>
<td>Series 4000 Interface Cards Service Manual</td>
<td>$15.00</td>
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<td>1</td>
<td>$15.00</td>
<td>$11.50</td>
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<tr>
<td>025-9456</td>
<td>Series 4000 Dispatch Consoles Service Manual</td>
<td>$45.00</td>
<td>30.00</td>
<td>$31.50</td>
<td>1</td>
<td>$45.00</td>
<td>$31.50</td>
</tr>
</tbody>
</table>

**Computer LCD Monitors**

<table>
<thead>
<tr>
<th>Part #</th>
<th>Description</th>
<th>List Price</th>
<th>Disc. %</th>
<th>Net Price</th>
<th>Qty</th>
<th>Ext. List</th>
<th>Ext. Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>802-0383</td>
<td>19&quot; Anti-Glare Black LCD Monitor</td>
<td>$270.00</td>
<td>10.00</td>
<td>$243.00</td>
<td>2</td>
<td>$540.00</td>
<td>$486.00</td>
</tr>
</tbody>
</table>

**Recommended Options (not included in the total price)**

<table>
<thead>
<tr>
<th>Part #</th>
<th>Description</th>
<th>List Price</th>
<th>Disc. %</th>
<th>Net Price</th>
<th>Qty</th>
<th>Ext. List</th>
<th>Ext. Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>802-0370</td>
<td>Rackmount, 12-outlet, 120 V Power Strip</td>
<td>$75.00</td>
<td>10.00</td>
<td>$67.50</td>
<td>2</td>
<td>$150.00</td>
<td>$135.00</td>
</tr>
<tr>
<td>950-0083</td>
<td>19&quot; W x 77&quot; (4U) H x 23&quot; D Rack Cabinet w/locking doors</td>
<td>$2,200.00</td>
<td>10.00</td>
<td>$1,980.00</td>
<td>1</td>
<td>$2,200.00</td>
<td>$1,980.00</td>
</tr>
</tbody>
</table>

List Total  $60,400.00  
Net Total  $42,514.00  
Shipping not included

This quote is subject to NJ State Contract #83524 terms and conditions.
DENVILLE POLICE ZETRON INSTALLATION MAINTENANCE COSTS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>CATEGORY</th>
<th>RATE</th>
<th>DAYS/UNITS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procomm Systems Integration Labor</td>
<td>Schedule K: All Inclusive Day Rate</td>
<td>$1,360</td>
<td>38.5</td>
<td>$52,020.00</td>
</tr>
<tr>
<td>Post Warranty Annual Maintenance Contract</td>
<td>Schedule H: 24/7/365 Emergency</td>
<td>$1,680</td>
<td>5/YR</td>
<td>$25,200.00*</td>
</tr>
</tbody>
</table>

*$120 Per Yr Discount with 3 yr contract commitment

Above costs are quoted based on NJ State Contract T-0109/83931 for Procomm Systems, Inc.
RESOLUTION

WHEREAS, on July 14, 2016, the Township of Denville received four (4) bids for a Double Drum Vibratory Roller; and

WHEREAS, Groff Tractor New Jersey LLC of Vineland, New Jersey, submitted the lowest responsible and responsive bid in the amount of $43,888; and

WHEREAS, the Municipal Council wishes to award the Double Drum Vibratory Roller Contract to Groff Tractor New Jersey LLC in accordance with its bid proposal; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified that funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, as follows:

1. A contract for the Double Drum Vibratory Roller is hereby awarded to Groff Tractor New Jersey LLC, 551 N. Harding Highway, Vineland, New Jersey 08360 in accordance with its bid in the amount of $43,888.

2. The Mayor and Township Clerk are hereby authorized and directed to execute a contract with Groff Tractor New Jersey LLC for the Double Drum Vibratory Roller.

3. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on August 9, 2016.
TOWNSHIP OF DENVILLE

Request For And Certification As To The Availability
Of Adequate Funds For A Contract Which Is Pending Approval
By The Governing Body

Date of Request 07/28/16

Groff Tractor NJ, LLC
200 Bomont Place
Totowa, NJ 07512
Name and Address of Contractor

<table>
<thead>
<tr>
<th>Name and Description of Pending contract</th>
<th>Amount of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Double Drum Vibratory Roller</td>
<td>$43,888.00</td>
</tr>
</tbody>
</table>

This contract will be charged to the following budget appropriations as per the detailed budget:

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>General Caq</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-562-925</td>
<td>$43,888.00</td>
<td>$43,888.00</td>
</tr>
</tbody>
</table>

Signed: ____________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

I hereby certify that adequate funds are available in the General Capital Fund under the following line item account(s):

04-216-55-562-925 $43,888.00

All Certification Payments should be placed on white vouchers with the Certification Number shown on the voucher.

COMMENTS:

Michael J Guarino 07/28/16
Chief Financial Officer

CERT16-27
CONTRACT FOR THE FURNISHING OF:

Double Drum Vibratory Roller

THIS CONTRACT made this _____ day of __________, 2016, by and between:

TOWNSHIP OF DENVILLE, a municipal corporation
of the State of New Jersey, with offices at 1 St.
Mary's Place, Denville, NJ 07834
(Hereinafter, "Owner")

AND

GROFF TRACTOR
200 Bomont Place
Totowa, NJ 07512
(Hereinafter, "Contractor")

WITNESSETH:

In consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor will furnish a Double Drum Vibratory Roller, as specified in the contract documents, which are incorporated herein by reference.

2. The Contractor will furnish all, labor and all things necessary for the provision of furnishing the Double Drum Vibratory Roller in an expeditious, substantial and workmanlike manner, to the satisfaction of the Owner, and in compliance with the specifications.

3. The Contractor will begin the work as soon as practicable after receipt of an executed contract and a Township of Denville purchase order as the Notice to Proceed from the Owner and will complete the same within the time periods as set forth in the contract documents, unless the period for completion is extended pursuant to the contract documents. Said completion period shall commence on the date stipulated in the Notice to Proceed.
4. The Contractor agrees to perform all of the work described in the contract documents and agrees to comply with all the terms and conditions therein for the price or prices submitted by him in his proposal and as accepted by the governing body of the Owner. Said prices shall be full compensation for the furnishing of the Double Drum Vibratory Roller and for all losses and damages arising out of the nature of the work or from any unforeseen difficulty encountered in the prosecution of the work and for all risks of any kind connected with the work and for all expenses incurred by or in consequence of the work.

5. The term "contract documents" means and will consist of all of the bid documents including, but not limited to, the Affirmative Action Affidavit and Notice, Notice to Bidders, Instruction to Bidders, Proposal, Bid Bond, Form of Contract, General Conditions, Performance Bond, Notice of Award, Notice to Proceed, Drawings, Plans, Detailed Specifications, General Requirements and Addenda.

The contract documents enumerated above are hereby made a part of this contract as though they were physically attached hereto and by execution of this contract the Contractor acknowledges that he has examined and is familiar with the contents of the said contract documents.

6. Bidder hereby agrees to commence work on this contract upon receipt of an executed contract or a signed purchase order of the Owner and to fully complete and furnish and deliver the Double Drum Vibratory Roller and appurtenant equipment within 120 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages the sum of $200.00 for each consecutive calendar day thereafter as hereinbefore provided in the Instructions to Bidders.

7. The Owner will make payment to the Contractor in the manner and at such time as is set forth in the contract documents and in such amount as is required by the contract documents.
8. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

9. The Contractor herein represents that neither the Contractor nor any person owning five percent or more of the stock or equity interest in the Contractor’s business has been convicted of an offense under N.J.S.A. 2C:21-34, 2C:27-2, 2C:27-3, 2C:27-5, 2C:27-9, 2C:27-10, 2C:27-11, 2C:29-4, 2C:30-2 or 2C:30-3 subsequent to September 13, 1977. This representation is made pursuant to N.J.S.A. 2C:51-2.f.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

ATTEST:

Kathryn Bowditch-Leon, Municipal Clerk

TOWNSHIP OF DENVILLE

By: ________________________________

Thomas W. Andes, Mayor

ATTEST:

______________________________, Secretary

By: ________________________________

______________________________, President
STATE OF [Blank]: SS:
COUNTY OF [Blank] : SS:

I certify that on the day of [Blank], 2016,
personally came before me and this person acknowledged under oath to
my satisfaction that: (a) this person signed, sealed and delivered the attached document as
President of [Blank] the corporation named in this document; and (b) this
document was signed and made by the corporation as its voluntary act and deed by virtue of
authority from its Board of Directors.

__________________________
Notary

STATE OF NEW JERSEY: SS:
COUNTY OF MORRIS : SS:

I CERTIFY that on [Blank], 2016, ______________________ personally came
before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is
the Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached
document; (b) this person is the attesting witness to the signing of this document by the proper
municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this
document was signed and delivered by the municipal corporation as its voluntary act duly
authorized by a proper resolution of the Township Committee; (d) this person knows the proper
seal of the municipal corporation which was affixed to this document; and (e) this person signed
this proof to attest to the truth of these facts.

Sworn and Subscribed to
before me this day of [Blank], 2016.

__________________________
Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)
RESOLUTION

WHEREAS, on July 13, 2016, the Township of Denville received four (4) bids for General Contracting Services; and

WHEREAS, Pipeline Utility & Contracting II, LLC, New Jersey, submitted the lowest responsible and responsive bid; and

WHEREAS, the Municipal Council wishes to award the General Contracting Services Contract to Pipeline Utility & Contracting II, LLC in accordance with its bid proposal; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, as follows:

1. A contract for General Contracting Services is hereby awarded to Pipeline Utility & Contracting II, LLC, 7 Warren Road, Randolph, New Jersey in accordance with its bid.

2. The Mayor and Township Clerk are hereby authorized and directed to execute a contract with Pipeline Utility & Contracting II, LLC for General Contracting Services.

3. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on August 9th, 2016.

Certification Dated: ___________________________ Kathryn Bowditch-Leon, RMC, Municipal Clerk
CONTRACT FOR GENERAL CONTRACTING CONSTRUCTION SERVICES
TOWNSHIP OF DENVILLE

THIS CONTRACT made this _____ day of __________, 20__ , by and between:

TOWNSHIP OF DENVILLE, a municipal corporation of the State of New Jersey, with offices at 1 St., Mary's Place
Denville, NJ 07834

(Hereinafter, "Owner")

AND

PIPELINE UTILITY CONTRACTING II, LLC
7 Warren Rd.
Randolph, NJ 07869

(Hereinafter, "Contractor")

WITNESSETH:

In consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor will furnish "General Contracting Construction Services", as specified in the contract documents, which are incorporated herein by reference.

2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and all things necessary for the provision of "General Contracting Construction Services", in an expeditious, substantial and workmanlike manner, to the satisfaction of the Owner, and in compliance with the specifications.

3. The Contractor will begin the work as soon as practicable after receipt of each individual project purchase order from the Owner and will complete the same within the time...
periods as set forth in the purchase order, unless a notification is made to the Contractor to extend a project completion date.

4. The Contractor agrees to perform all of the work described in the contract documents in a good and workmanlike and proper manner and agrees to comply with all the terms and conditions therein for the price or prices submitted by him in his proposal and as accepted by the governing body of the Owner. Said prices shall be full compensation for the furnishing of "General Contracting Construction Services" and for all losses and damages arising out of the nature of the work or from any unforeseen difficulty encountered in the prosecution of the work and for all risks of any kind connected with the work and for all expenses incurred by or in consequence of the work.

5. The term "contract documents" means and will consist of all of the bid documents including, but not limited to, the Notice to Bidders, Instruction to Bidders, Proposal, Bid Bond, Form of Contract, General Conditions, Notice of Award, Notice to Proceed, Detailed Specifications, General Requirements and Addenda.

The contract documents enumerated above are hereby made a part of this contract as though they were physically attached hereto and by execution of this contract the Contractor acknowledges that he has examined and is familiar with the contents of the said contract documents.

6. The Owner will make payment to the Contractor for each individual project in the manner and at such time as is set forth in the contract documents and in such amount as is required by the contract documents.

7. If the Contractor shall fail to complete the work in accordance with the time frame agreed upon and set forth on each individual project purchase order, other than as a result of a delay due to valid weather conditions, the Contractor, upon receipt of written notice from the Township (by email or confirmed facsimile), shall complete the construction work and cure the
conditions within the time period specified in the notice. If the Contractor does not satisfactorily complete the work within the time period specified in the notice, the Township may, without further notice to the Contractor, arrange to have the work completed and shall hold the Contractor liable for all costs and damages incurred by the Township. Such costs shall be deducted from the next subsequent payment to be made to the Contractor under this Contract.

8. The Contractor agrees to indemnify and save harmless the Township, its officers, employees and agents, and each and every one of them, against and from all claims, suits, costs, expenses, fees (including legal fees), and from all damages of every kind and description by reason of the injury or death of any person or persons or by reason of property damage to any property which arises from or in any manner grows out of the negligent acts, errors, or omissions of the Contractor or its subcontractors or the officers, agents or employees of either, while engaged in the performance of this Contract.

The Contractor specifically agrees that this obligation to indemnify and hold the Township harmless shall include the responsibility to reimburse the Township for any and all costs, expenses, fees (including legal fees in defense of any claim), and all damages of every kind and description which may arise out of or relate to the Contractor’s negligent acts, errors or omissions relative to the performance of this Contract.

This hold harmless obligation shall be applicable to any claim asserted against the Township or any loss incurred arising out of the Contractor’s performance of this Contract.

9. The Contractor shall be fully responsible for all acts and omissions of any subcontractors and for any person directly or indirectly employed by said subcontractors to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the contract documents shall create a contractual relationship between any subcontractor and the Township or any obligation on the part of the Township to pay or to see to the payment of moneys due any subcontractor except as may otherwise be required by law.
10. The Township shall not be responsible to Contractor, as an independent contractor, in any matter excepting for payment of labor and materials furnished in accordance with the terms of this Agreement.

11. Contractor shall comply with all federal, state and local laws and regulations and shall hold the Township harmless for any violation thereof.

12. (a) The Contractor shall comply with the requirements of P.L. 1975, c. 127 and with Title 34:11-56.25 et seq., N.J.S.A., as amended by Chapter 64, New Jersey Public Laws of 1974, with respect to the payment of the prevailing wage rate in the Boonton, Montville, Mountain Lakes, and the Denville local area, and specification of such wage rates in the contract for each craft, trade or classification.

(b) The Contractor shall submit an affidavit setting forth the names and addresses of all stockholders who own ten percent (10%) or more, or any class of stock in the corporation or of individual partners owning ten percent (10%) or more of interest in the partnership.

13. During the term of this contract, the parties hereto agree to comply with the Affirmative Action requirements set forth in N.J.A.C. 17:27, and hereby incorporate by reference the mandatory Affirmative Action language set forth in Exhibit A, which is attached hereto and made a part hereof.

14. The initial term of this contract is from , 2016 to , 2017. Upon agreement of the parties five (5) one-year extensions of this contract shall be subject to the following limitations:

   a. The extension shall be awarded by resolution of the Municipal Council upon a finding by the Municipal Council that the services under this contract are being performed in an effective and efficient manner; and
b. Any price change included as part of an extension shall be based upon the price of the original contract as increased by the change in the CPI index rate, N.Y. – Northeastern N.J., base year 1984=100, for the twelve (12) months preceding the most recent monthly calculation available at the time this contract is renewed; and

c. The terms and conditions of this contract shall remain substantially the same.

15. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or of his right, title or interest therein or any part thereof, or of his power to execute such contract to any other person, company or corporation without the previous consent in writing of the Township and he shall not assign to another by power of attorney or otherwise any of the moneys to become due and payable under this contract unless by and with like consent. If the Contractor violates any of the above covenants, this contract may, at the option of the Township, be revoked and annulled and the Township shall thereupon be relieved and discharged from any and all liability and obligations growing out of this contract to the Contractor and to the person, company or corporation to whom the contract was assigned. Nothing herein contained shall be construed to hinder, prevent or effect an assignment by the Contractor for the benefit of his creditors pursuant to the laws of the State of New Jersey.

16. This contract, and any subsequent extensions thereof, is subject to the availability and appropriation of sufficient funds in the 2016, 2017, 2018, 2019, 2020 and any subsequent budgets as may be required to meet the Township's obligations under this agreement.

17. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
18. The Contractor herein represents that neither the Contractor nor any person owning five percent or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2C:27-2, 2C:27-6, 2C:27-7, or 2C:29-4 subsequent to September 13, 1977. This representation is made pursuant to P.L. 1977 Chapter 214.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

ATTEST:

Kathryn Bowditch-Leen, Municipal Clerk

TOWNSHIP OF DENVILLE

By: Thomas W. Andes, Mayor

ATTEST:

, Secretary

By: , President
STATE OF  
COUNTY OF  

I certify that on the day of , 2016, personally came before me and this person acknowledged under oath to my satisfaction that: (a) this person signed, sealed and delivered the attached document as President of the corporation named in this document; and (b) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Notary

STATE OF NEW JERSEY:  
COUNTY OF MORRIS  

I CERTIFY that on , 2016, personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Township Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this day of , 2016.

Kathryn Bowditch-Leon, Municipal Clerk  

(Notary sign, seal, stamp)
RESOLUTION

WHEREAS, on July 12, 2016, the Township of Denville received two (2) bids for the Jet/Vacuum Sewer Cleaner; and

WHEREAS, Vacuum Sales, Inc. of Lindenwold, New Jersey, submitted the lowest responsible and responsive bid in the amount of $324,800; and

WHEREAS, the Municipal Council wishes to award the Jet/Vacuum Sewer Cleaner Contract to Vacuum Sales, Inc. in accordance with its bid proposal; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified that funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, as follows:

1. A contract for the Jet/Vacuum Sewer Cleaner is hereby awarded to Vacuum Sales, Inc., 51 Stone Road, Lindenwold, New Jersey in accordance with its bid in the amount of $324,800.

2. The Mayor and Township Clerk are hereby authorized and directed to execute a contract with Vacuum Sales, Inc. for the Jet/Vacuum Sewer Cleaner.

3. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on August 9, 2016.

Certification Dated: ____________________________  Kathryn Bowditch-Leon, RMC, Municipal Clerk
Vacuum Sales Inc.
51 Stone Road
Lindenwood, NJ 08021
Name and Address of Contractor

Vacuum / Catch Basin Cleaner

<table>
<thead>
<tr>
<th>Name of Description of Pending contract</th>
<th>Amount of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacuum / Catch Basin Cleaner</td>
<td>$324,800.00</td>
</tr>
</tbody>
</table>

This contract will be charged to the following budget appropriations as per the detailed budget:

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>General Cap</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-562-928</td>
<td>$210,000.00</td>
<td>$210,000.00</td>
</tr>
<tr>
<td>05-201-55-516-521</td>
<td>$57,400.00</td>
<td>$57,400.00</td>
</tr>
<tr>
<td>07-201-55-716-500</td>
<td>$57,400.00</td>
<td>$57,400.00</td>
</tr>
</tbody>
</table>

TOTAL $324,800.00

Signed: ________________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

I hereby certify that adequate funds are available in the Funds under the following line item account(s):

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>General Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-562-928</td>
<td>$210,000.00</td>
</tr>
<tr>
<td>05-201-55-516-521</td>
<td>$57,400.00</td>
</tr>
<tr>
<td>07-201-55-716-500</td>
<td>$57,400.00</td>
</tr>
</tbody>
</table>

All Certification Payments should be placed on white vouchers with the Certification Number shown on the voucher.

COMMENTS:
Fund availability are predicated on available budget

Michael Guarino
Chief Financial Officer

CERT16-26
CONTRACT FOR THE FURNISHING OF:

Truck Mounted Combination Jet Vacuum Sewer Cleaner

THIS CONTRACT made this _____ day of ___________, 2016 by and between:

TOWNSHIP OF DENVILLE, a municipal corporation of the State of New Jersey, with offices at 1 St. Mary's Place, Denville, NJ 07834
(Hereinafter, "Owner")

AND

H.A. DEHART & SON
311 Crown Point Road
Thorofare, NJ 08086

(Hereinafter, "Contractor")

WITNESSETH:

In consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor will furnish a Truck Mounted Combination Jet Vacuum Sewer Cleaner, as specified in the contract documents, which are incorporated herein by reference.

2. The Contractor will furnish all labor and all things necessary for the provision of furnishing the Truck Mounted Combination Jet Vacuum Sewer Cleaner in an expeditious, substantial and workmanlike manner, to the satisfaction of the Owner, and in compliance with the specifications.

3. The Contractor will begin the work as soon as practicable after receipt of an executed contract and a Township of Denville purchase order as the Notice to Proceed from the Owner and will complete the same within the time periods as set forth in the contract.
documents, unless the period for completion is extended pursuant to the contract documents. Said completion period shall commence on the date stipulated in the Notice to Proceed.

4. The Contractor agrees to perform all of the work described in the contract documents and agrees to comply with all the terms and conditions therein for the price or prices submitted by him in his proposal and as accepted by the governing body of the Owner. Said prices shall be full compensation for the furnishing of the Truck Mounted Combination Jet Vacuum Sewer Cleaner and for all losses and damages arising out of the nature of the work or from any unforeseen difficulty encountered in the prosecution of the work and for all risks of any kind connected with the work and for all expenses incurred by or in consequence of the work.

5. The term "contract documents" means and will consist of all of the bid documents including, but not limited to, the Affirmative Action Affidavit and Notice, Notice to Bidders, Instruction to Bidders, Proposal, Bid Bond, Form of Contract, General Conditions, Performance Bond, Notice of Award, Notice to Proceed, Drawings, Plans, Detailed Specifications, General Requirements and Addenda.

The contract documents enumerated above are hereby made a part of this contract as though they were physically attached hereto and by execution of this contract the Contractor acknowledges that he has examined and is familiar with the contents of the said contract documents.

6. Bidder hereby agrees to commence work on this contract upon receipt of an executed contract or a signed purchase order of the Owner and to fully complete and furnish and deliver the Truck Mounted Combination Jet Vacuum Sewer Cleaner and appurtenant equipment within 240 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages the sum of $200.00 for each consecutive calendar day thereafter as hereinbefore provided in the Instructions to Bidders.
7. The Owner will make payment to the Contractor in the manner and at such time as is set forth in the contract documents and in such amount as is required by the contract documents.

8. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

9. The Contractor herein represents that neither the Contractor nor any person owning five percent or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2C:21-34, 2C:27-2, 2C:27-3, 2C:27-5, 2C:27-9, 2C:27-10, 2C:27-11, 2C:29-4, 2C:30-2 or 2C:30-3 subsequent to September 13, 1977. This representation is made pursuant to N.J.S.A. 2C:51-2.f.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

TOWNSHIP OF DENVILLE

By: ________________________________
Thomas W. Andes, Mayor

Kathryn Bowditch-Leon, Municipal Clerk

By: ________________________________
Secretary

, President
I CERTIFY that on the day of , 2016, personally came before me and this person acknowledged under oath to my satisfaction that: (a) this person signed, sealed and delivered the attached document as President of the corporation named in the attached document; and (b) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Notary

I CERTIFY that on , 2016, personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Township Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this day of , 2016.

Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)
RESOLUTION

WHEREAS, on July 27, 2016, the Township of Denville received one (1) bid for two (2) Department of Public Works Trucks; and

WHEREAS, Beyer Bros. Corp. of Fairview, New Jersey, submitted a responsible and responsive bid in the amount of $73,636.00; and

WHEREAS, the Municipal Council wishes to award the Department of Public Works Truck contract to Beyer Bros. Corp. in accordance with its bid proposal; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified that funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, as follows:

1. A contract for the Department of Public Works Trucks is hereby awarded to Beyer Bros. Corp., 109 Broad Ave., Fairview New Jersey in accordance with its bid in the amount of $73,636.00

2. The Mayor and Township Clerk are hereby authorized and directed to execute a contract with Beyer Bros. Corp. for the Department of Public Works Trucks.

3. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on August 9, 2016.

Certification Dated: ___________________________  Kathryn Bowditch-Leon, RMC, Municipal Clerk
TOWNSHIP OF DENVILLE

Request For And Certification As To The Availability
Of Adequate Funds For A Contract Which Is Pending Approval
By The Governing Body

Date of Request 08/03/16

Beyer Bros. Corp
109 Broad Ave
Fairview, NJ 07022
Name and Address of Contractor

Two 4X4 DPW Pickups with Plows
Name of Description of Pending Contract

$73,636.00
Amount of Contract

This contract will be charged to the following budget appropriations as per the detailed budget:

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>General Cap</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-562-924</td>
<td>$73,636.00</td>
<td>$73,636.00</td>
</tr>
</tbody>
</table>

TOTAL $73,636.00

Signed: ____________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

I hereby certify that adequate funds are available in the General Capital Fund under the following line item account(s):

04-216-55-562-924 $73,636.00

All Certification Payments should be placed on white vouchers with the Certification Number shown on the voucher.

COMMENTS:

CERT16-28
CONTRACT FOR THE FURNISHING OF:

Purchase of Two (2) Township of Denville Dept. of Public Works Trucks

THIS CONTRACT made this _____ day of __________, 2016, by and between:

TOWNSHIP OF DENVILLE, a municipal corporation of the State of New Jersey, with offices at 1 St. Mary’s Place, Denville, NJ 07834
(Hereinafter, "Owner")

AND

BEYER BROS. CORP.
109 Broad Avenue
Fairview, New Jersey 07022
(Hereinafter, "Contractor")

WITNESSETH:

In consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor will furnish the two (2) trucks, as specified in the contract documents, which are incorporated herein by reference.

2. The Contractor will furnish all, labor and all things necessary for the provision of furnishing the two (2) trucks in an expeditious, substantial and workmanlike manner, to the satisfaction of the Owner, and in compliance with the specifications.

3. The Contractor will begin the work as soon as practicable after receipt of an executed contract and a Township of Denville purchase order as the Notice to Proceed from the Owner and will complete the same within the time periods as set forth in the contract documents, unless the period for completion is extended pursuant to the contract documents. Said completion period shall commence on the date stipulated in the Notice to Proceed.
4. The Contractor agrees to perform all of the work described in the contract documents and agrees to comply with all the terms and conditions therein for the price or prices submitted by him in his proposal and as accepted by the governing body of the Owner. Said prices shall be full compensation for the furnishing of the two (2) trucks and for all losses and damages arising out of the nature of the work or from any unforeseen difficulty encountered in the prosecution of the work and for all risks of any kind connected with the work and for all expenses incurred by or in consequence of the work.

5. The term "contract documents" means and will consist of all of the bid documents including, but not limited to, the Affirmative Action Affidavit and Notice, Notice to Bidders, Instruction to Bidders, Proposal, Bid Bond, Form of Contract, General Conditions, Performance Bond, Notice of Award, Notice to Proceed, Drawings, Plans, Detailed Specifications, General Requirements and Addenda.

The contract documents enumerated above are hereby made a part of this contract as though they were physically attached hereto and by execution of this contract the Contractor acknowledges that he has examined and is familiar with the contents of the said contract documents.

6. Bidder hereby agrees to commence work on this contract upon receipt of an executed contract or a signed purchase order of the Owner and to fully complete and furnish and deliver the two (2) trucks and appurtenant equipment within 90 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages the sum of $200.00 for each consecutive calendar day thereafter as hereinbefore provided in the Instructions to Bidders.

7. The Owner will make payment to the Contractor in the manner and at such time as is set forth in the contract documents and in such amount as is required by the contract documents.
8. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

9. The Contractor herein represents that neither the Contractor nor any person owning five percent or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2C:21-34, 2C:27-2, 2C:27-3, 2C:27-5, 2C:27-9, 2C:27-10, 2C:27-11, 2C:29-4, 2C:30-2 or 2C:30-3 subsequent to September 13, 1977. This representation is made pursuant to N.J.S.A. 2C:51-2.f.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

ATTEST:

Kathryn Bowditch-Leon, Municipal Clerk

TOWNSHIP OF DENVILLE

By: ____________________________________________

Thomas W. Andes, Mayor

ATTEST:

_____________________________________, Secretary

By: ____________________________________________

_____________________________________, President
STATE OF:  
COUNTY OF:  

I certify that on the day of , 2016,  
personally came before me and this person acknowledged under oath to  
my satisfaction that: (a) this person signed, sealed and delivered the attached document as  
President of the corporation named in this document; and (b) this document was signed and made by the corporation as its voluntary act and deed by virtue of  
authority from its Board of Directors.

Notary

STATE OF NEW JERSEY:  
COUNTY OF MORRIS:  

I CERTIFY that on , 2016, Kathryn Bowditch-Leon personally came  
before me and this person acknowledged under oath to my satisfaction, that: (a) this person is the Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Township Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this day of , 2016.  

Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)
RESOLUTION

WHEREAS, on May 19, 1987, the Municipal Council adopted Resolution 87-110 accepting the bid of Lenvera Corporation in the amount of $2,000 for a portion of Block 50304, Lot 16 consisting of a parcel approximately 10'x36'; and

WHEREAS, the Mayor and Township Clerk were authorized by said resolution to execute a Quitclaim Deed to Lenvera Corporation to convey the property; and

WHEREAS, it appears that either the Quitclaim Deed was not executed or that the original of said Deed was not recorded and has been lost or misplaced; and

WHEREAS, Ellen M. Sandman, Business Administrator for Denville in 1987, has signed an Affidavit dated August 3, 2016 and attached hereto, stating that the consideration in the amount of $2,000 was in fact received by the Township at the auction held on or about May 5, 1987.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, as follows:

1. The Mayor and Township Clerk are hereby authorized to execute a duplicate Quitclaim Deed to convey the property described in R-87-110 to Lenvera Corp.

2. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution, adopted by the Municipal Council at their meeting held on August 9th, 2016.

Certification Dated: ___________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING ISSUANCE OF A SOCIAL AFFAIR PERMIT BY THE STATE OF NEW JERSEY DIVISION OF ALCOHOLIC BEVERAGE CONTROL

WHEREAS, Foodshed Alliance has submitted an application for a Social Affair Permit; and

WHEREAS, the Municipal Council, the License Issuing Authority of the Township of Denville, has no objection to the granting of a Social Affair Permit by the State of New Jersey Division of Alcoholic Beverage Control; and

WHEREAS, the issuance of said Social Affair Permit is not contrary to any Township ordinance, resolution, regulation or policy.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that authorization is hereby granted for the issuance of a Social Affair Permit for the following organization and event:

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>EVENT</th>
<th>LOCATION</th>
<th>DATE</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foodshed Alliance</td>
<td>Denville Farmer's Market Farm to Fork Dinner</td>
<td>Upper Bloomfield Parking Lot</td>
<td>09/04/2016</td>
<td>4:00 to 8:00 P.M.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rain Date</td>
<td>09/05/2016</td>
<td></td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on August 9, 2016.

Certification Date: ________________________________
Kathryn Bowditch-Leon, RMC
Municipal Clerk